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The Solicitors' Journal.

LONDON, MAY 1, 1875.

CURRENT TOPICS.

THE UNEXPECTED DEATH of Mr. Baron Pigott, which occurred last Wednesday, will be deeply regretted by all, and he will be long remembered by those who have watched his judicial career as an upright and high-minded judge. No one would claim for him a place among distinguished lawyers; his merit was of a different kind. Without any extensive legal acquirements, and without either the breadth or the subtlety of mind which distinguish the high legal intellect, he brought to his work excellent common sense, a most conspicuous honesty of purpose, and painstaking and conscientious industry. The want of the former qualities would have prevented him from ever shining in banc, but his success in presiding at *Nisi Prius* is a singular proof how far the latter qualities will go, and how safely they will guide a man in the discharge of one of the most arduous and important of judicial duties. That success was not brilliant, but substantial—and it was this, that every one who appeared before him was treated with courtesy and consideration, and every argument was listened to with patience and candour; that every suitor felt at the termination of his cause that the matter had been fairly tried out, and that no short cut had been taken to a quick conclusion; that the substantial merits of every case were so carefully sought out and investigated that the real question between the parties was determined by the issue; that from this cause verdicts obtained before him were singularly little disturbed by ulterior proceedings, and that when questions of law were reserved for decision they were clear, plain, and unmistakable. This is no mean praise; nor is it a slight testimony to his worth that the dissatisfaction which was not unjustly felt at his appointment, had long since given place to a sincere and general feeling of confidence and respect. Greater lawyers may easily be named; but it will not be easy to find a more upright or more useful judge, or one of whom all will so emphatically say that he was a just and a good man.

IT WILL BE REMEMBERED that last session the Lord Chancellor announced his intention to take steps to effect a consolidation of the statute law of the present reign. A parliamentary paper just issued shows the progress which has been made in this important undertaking. The first step was a conference of the Lord Chancellor with the Statute Law Revision Committee, the result of which was that the committee laid before his lordship a memorandum on the subject of consolidation, in which, for the purposes of the scheme, they divided the statutes into four classes. The first comprised Acts in which amending enactments could be inserted with little or no alteration of the framework of the original Acts. The second class included departmental Acts which raised no question of law, but required to be wholly or partially re-drawn. The committee stated that they were prepared to undertake

the consolidation of the statutes falling within each of these classes. The next group included statutes which raised no political questions, but required re-construction and amendment on a new (or partially new) basis. These, the committee thought, should be dealt with under the superintendence of the minister responsible for settling their provisions and passing them through Parliament. The last class comprised Acts involving grave legal or political questions, which, in the opinion of the committee, could only be dealt with gradually and independently of any scheme for systematic consolidation. On receipt of this memorandum, the Lord Chancellor obtained the sanction of the Treasury to the expenditure of the necessary sum for legal assistance to the committee, who thereupon requested Mr. Rickards, counsel to the Speaker, to prepare a report on the statutes comprised within the first of the above-mentioned classes. Mr. Rickards accordingly, in a schedule appended to an elaborate report, furnished the committee with a list of more than one hundred subjects of statutes to which, in his opinion, it would be desirable to apply the process of consolidation. From these the committee have selected ten groups, falling within the first of the classes mentioned above, and including the statutes relating to leases and sales of settled estates, naturalization, the Trustee Relief Acts, and the Trussee Acts. On each of these ten subjects a consolidating Bill is to be introduced, and it has been arranged that each of the members of the committee shall take charge of one of these groups and superintend the preparation of the consolidating Bill before it is presented to the committee for revision. Then the question arises, how shall the Bills, when prepared, be passed through Parliament? As to this Mr. Rickards, in his report, suggests that all the consolidations for one session (at least of subjects of the first class) should be embodied in one Bill, divided into as many parts as there are subjects to be consolidated. The Bill, he thinks, might be carried in this shape through the first House to its second reading in the second House, and then in committee might be split up into as many Bills as there were previously parts, and each part might then be read separately a third time and passed as a distinct Act; it being competent to either House, during the progress of the measure, to strike out a whole part, as clauses of a Bill are struck out at present. The suggestion is ingenious, and if an official certificate can be given that no substantial change is made in the law by each Bill, it might possibly work; but one does not see why, if such a certificate is given, the separate Bills might not be passed with almost equal ease. The difficulty will no doubt materially increase with the advance of the committee in their work, when they have cleared away the subjects which stand out in comparative isolation, and when they approach others which extend into many distinct branches of law, and especially when they come to deal with departments eager to introduce important amendments into the Acts to be consolidated. Still the quiet, prompt, and business-like manner in which the process of consolidation has been set on foot affords an angury of success, and presents a refreshing contrast to the proceedings of a Digest of Law Commission which sat some years ago.

IN A CASE recently before the Court of Common Pleas a motion was made to set aside a verdict for £500 damages given in an action brought by an infant, through her next friend, for personal injuries, on the ground that the damages were excessive. The court refused a rule, the injury being one of a serious character. Allusion was made in the course of the argument to what seems to be a serious defect in the law, viz., the absence of any provision sufficiently guaranteeing the proper application of the damages for the benefit of the child. Mr. Justice Brett suggested that on payment of a small sum into court any person might ensure the child's being made a ward in Chancery. This is no doubt true, but

the difficulty is that there may be no person sufficiently interested in taking this step. If the child be of tender age, and the sum get into the hands of needy parents, one can easily conceive that the security for its being properly dealt with would be very inadequate. No doubt any misapplication of the sum might be made the subject of subsequent proceedings in equity, but in the case of persons in the lower ranks of society it would frequently happen during the child's infancy that no one would be forthcoming to take such proceedings, and when the infant had arrived at full age and was competent to take proceedings on his own behalf, they would, considering the *status* of the parties, be of little or no use. It seems to us that the court in which the damages are recovered ought to have a discretionary power to direct the payment of the money into the Court of Chancery, or the county court, to the credit of the infant. The experience of those who have to deal with the question of compulsory education shows only too plainly that parents in humble circumstances cannot always be trusted to do what is most for the interest of their children when it clashes with their own interest or necessities. The *prochein ami* is regarded in some of the cases as an officer of the court appointed *pro re natâ*, but, unlike the case of a regular officer of the court, there is no permanent security afforded against him by reason of the court having control over him in a professional character. Even assuming that the common law court could have any jurisdiction over the *prochein ami* after the action was concluded and the damages paid over, it is obvious that there is no proper machinery to make that control effectual.

TOWARDS THE CLOSE of the last century an Act was passed with a view of suppressing certain debating societies then existing, which were considered dangerous as tending to propagate doctrines hostile to the interests of religion. Section 1 of the Act provides "that any house, room, or other place which shall be opened or used for public entertainment or amusement, or for publicly debating on any subject whatsoever, upon any part of the Lord's-day, called Sunday, and to which persons shall be admitted by the payment of money or by tickets sold for money, shall be deemed a disorderly house or place; and the keeper of such house, room, or place, shall forfeit the sum of £200 for every day that such house, room, or place shall be opened or used as aforesaid on the Lord's-day to such person as will sue for the same, and be otherwise punishable as the law directs in cases of disorderly houses." Other penalties can also be recovered from the manager, conductor, or chairman of debate, the doorkeeper, servant, or money-taker, and even from every person advertising any such public entertainment or meeting. A few years ago this provision was disinterred for the purpose of suppressing the efforts of the so-called "Recreational Religionists," but the court held that the meetings organized by that association were not entertainments or amusements within the words of the statute (*Baxter v. Langley*, 17 W. R. 254, L. R. 4 C. P. 21). On Tuesday last the ancient weapon was again dug up to compel the closing of the Brighton Aquarium on Sundays; and this time with greater effect. The court very reluctantly held that they were bound by the terms of the statute to give judgment for the plaintiff. We do not doubt that in both these cases the law was set in motion by persons actuated by religious motives; but it is worth while to point out that, if this Act is to remain in the statute-book, it will be necessary to take some precaution against the abuse of its very stringent provisions. The penalties are given to "such person as will sue for the same"; that is to say, to any common informer who can raise money enough to carry on a speculative action. Since the abolition of imprisonment for debt by 32 & 33 Vict. c. 62, s. 4, the risk which the

plaintiff in such a case runs is considerably diminished. Moreover, he will not be compelled to give security for costs, though he may be a pauper: (see *Gregory v Elridge*, 2 C. & M. 336).

WE MAY CONGRATULATE the country on the circumstance that the frivolous and empty charges brought by Dr. Kenealy against the judges in the Tichborne case afforded the first opportunity in this generation for asking Parliament to interfere for the removal of English judges. Not that even now any attempt has been made to carry out the provisions of the statute of Will. 3. There was no such *prima facie* case as would have enabled Dr. Kenealy, with the slightest chance of success, to ask the House of Commons to address the Crown, and, indeed, he expressly declined on that occasion to assume the character of an accuser of the judges. He confined himself to asking for the appointment of a Royal Commission by which the whole matter might be re-tried, and the agitation, by which the country has so long been vexed, left still fermenting. No one could expect that so wide and wandering an inquiry as was asked for by the terms of the motion should have been granted; but that Dr. Kenealy has not dared to make it more explicit amounts to a practical admission by him that he has no charges of any import or seriousness to make. We cannot think that it would answer any good end to notice at length a matter on which every intelligent person has long since formed an opinion, and which has become utterly wearisome by the incessant repetition of idle accusations mixed with irrelevant and reckless slander. But we must add that we despair of ever seeing the hubbub stilled so long as every person whose name is connected with some ridiculous and incredible story thinks it necessary to justify himself before the world.

WE ARE VERY GLAD to see that the Court of Common Pleas are continuing this term the arrangement by which the new trial paper is taken alone on Wednesdays and after unopposed motions on Fridays. This, the Chief Justice stated, is done by way of an [attempt] to remedy the almost intolerable hardship caused by the taking of motions on every new trial paper day. The result of the old system was, as we have frequently taken occasion to point out, that counsel engaged in the new trial paper were kept in attendance day after day in complete uncertainty as to when their cases might be reached, owing to the difficulty of ascertaining the time the motions which might be brought on would take. The relief thus afforded is very partial, and there has hardly yet been time to test the amount of advantage that will be gained; but we have no doubt of the propriety of the step the court have taken.

LORD HARTINGTON has given notice of three resolutions by which he proposes to place on a rational footing the relations of the House of Commons to the press, and through the press to the public. We print these resolutions below; they appear to form a satisfactory solution of the difficulty occasioned by the series of ill-judged proceedings which have recently occurred, and we trust they will be sanctioned by a unanimous vote.

"1. That this House will not entertain any complaint in respect of the publication of the debates or proceedings of the House, or of any committee thereof, except when any such debates or proceedings shall be conducted with closed doors, or when such publication shall have been expressly prohibited by the House or by the committee, or in case of wilful misrepresentation or other offence in relation to such publication.

"2. That strangers shall not be directed to withdraw upon notice being taken of their presence, but if occasion shall arise for repressing or preventing disorder, Mr.

Speaker may direct their exclusion from any part of the House.

"3. That, as provided for in the previous order, strangers shall not be directed to withdraw during any debate, except upon a resolution of the House, of which notice shall have been given, and which shall be agreed to without amendment or debate."

CURRENT MISAPPREHENSIONS AS TO THE NEW COURT OF APPEAL.

A good deal of misapprehension appears to exist with reference to the Court of Appeal proposed by the Judicature Bill now in progress, and some of the comments made upon this subject, not only in the public press, but in the House of Lords itself, seem to us to involve an entire misunderstanding of the Bill. We have already given at some length (*ante p. 450*) our reasons for coming to the conclusion that the practical strength of the court will be the five ordinary members, with the assistance of the Lord Chancellor during the three winter months, and we have shown that this will not be enough to get satisfactorily through the work of the court, and that the regular attendance of another judge at least would be requisite. The Lord Chancellor, we perceive, reckons on obtaining this extra attendance by contribution from the *ex officio* judges, who will, he expects, be able to devote six weeks each per annum to the sittings of the Court of Appeal: we are, however, inclined to agree with Lord Selborne that this is much too high an estimate of their powers of attendance, and that practically they will be unable to give any regular assistance at all. Notwithstanding the Lord Chancellor's explanation, therefore, we are still convinced that the court will not be sufficiently numerous for the work it is to dispose of.

The *Times*, on the other hand, in its leading article of yesterday's date, seems to assume that the court will practically have the use of three judges only, namely, the Lords Justices of Appeal in Chancery and the new judge, whoever he may be; on the ground that the salaried members of the Judicial Committee will still be wanted for the appeals there, the *ex officio* judges will be unavailable, and the services of the Lord Chancellor intermittent. As this idea, however, springs from an obvious mistake as to the intended sittings of the Judicial Committee, we are not so much appalled by it as we should be if we thought it rested on any foundation.

The Lord Chancellor, again, appears to be the victim of another, and unaccountable hallucination. For some inscrutable reason, he seems to think that, unless express provision be made for the purpose, the Lords Justices would, after the commencement of the Act, become incapable of sitting in the Judicial Committee, and he has accordingly amended the Bill by providing, in clause 4, that "One or more of the Lords Justices of Appeal shall, as far as may be necessary, and as far as the state of business in the Court of Appeal may admit, attend the sittings of the Judicial Committee." As the existing Lords Justices and their successors are already members of the Judicial Committee, this cannot be required to enable them to sit there, and the proviso, if it means anything, comes merely to this, that the new Lord Justice of Appeal is to be a member of that Committee. It may, however, be taken as illustrating Lord Cairns's idea (which we believe to be wholly mistaken) that the judges of the Court of Appeal will have time to spare.

The proposal, however, seems to have caused the most ludicrous misapprehension in the mind of Lord Coleridge. To judge from his protest in the House of Lords he would seem to fancy that it is designed to devote Lords Justices James and Mellish permanently to the work of the Judicial Committee, and to throw the working of the new Court of Appeal into the hands of the present salaried members of the Committee and the proposed new judge, and he

very properly protests against this course as most injudiciously weakening the Court of Appeal. But, *pace tanti viri*, all this is moonshine, as a very cursory consideration of what the Bill really proposes will show. The intended court, though unfortunately deficient in judicial force, will not be so helplessly incompetent as is suggested.

The Judicial Committee, as originally constituted, consisted wholly of *ex officio* and retired judges, and the four salaried members were only added a few years ago, on account of the great arrears in the business then pending before the Committee. It appears from the returns that the arrears have now been completely got under, and it does not seem unfair to calculate that if, with the aid of the four salaried judges, all that mass of arrears could be disposed of, as well as the current appeals, in four years, the ordinary members of the Committee, with the help of two of these judges, would be able to keep pace with the incoming appeals, so as to leave the other two judges free for any other appropriate work. To continue the attendance of all four at the Judicial Committee (particularly now when the Admiralty appeals are no longer to go there) would merely be to release altogether from attendance the retired judges who were originally intended to do all the work of the Committee. When, therefore, it is proposed to take two of the salaried judges for the Court of Appeal, the work of the Judicial Committee is meant no longer to depend upon these judges at all, and it is thought that the *ex-judges* who are members—and who have latterly almost discontinued their attendance—can be depended upon to give what assistance may be necessary to the remaining two. As there are eight of these *ex-judges* now available, besides the *ex-Chancellors* and Lord Penzance, this does not seem an unreasonable expectation. This disposes, we think, entirely of the odd idea of the *Times*, that the two salaried judges were only to give their spare time to the Court of Appeal, an idea which could not have arisen had it been kept in mind that the salaried judges are not "the Committee," but only a modern addition to it for a temporary purpose, now accomplished.

The wording of the proviso which caused so much anxiety to Lord Coleridge flows necessarily from the provision of the Act of 1873 and of the present Bill, whereby the ordinary judges of the new Court of Appeal are to be styled "Lords Justices of Appeal." Bearing this in mind, we see that the proviso applies, not to the present Lords Justices of Appeal in Chancery merely (as to whom it would be absolutely inoperative), but to all the ordinary judges of the proposed Court of Appeal; and further, that it by no means contemplates the removal of either of the existing Lords Justices from that court, but merely—if it has any operation at all—provides that the proposed new judge and his successors shall be in the same position with respect to the Judicial Committee as the present Lords Justices and their successors are by law already. That the proviso is unnecessary and will be nugatory we have given our reasons for believing; but however this may be, it certainly need not give rise to any alarm or apprehension such as seems to have disturbed Lord Coleridge's peace of mind.

THE MEASURE OF DAMAGES.

In *Horne v. Midland Railway Company* (21 W. R. 481, L. R. 8 C. P. 131) the question, what kind of notice will make a carrier liable for special damage caused by his delay, was much discussed; but nothing was decided, except that notice to the carrier by the sender that if the goods were not delivered by such a day they would be thrown on his hands, was not sufficient to impose on the carrier liability for the loss of a special contract, the terms of which were not communicated to him. That

case, therefore, was rather important as a stepping-stone than as itself the settlement of any principle. It amounted, however, to this, that in order to fix a carrier with liability for special damages, the communication must not merely be one which will give him notice of the existence of a special contract, and will, as Lush, J., said, "throw upon him the duty of inquiring" what the consequences of non-delivery would be, but must be such as will give him distinct notice of those consequences, so as to present clearly to his mind what he may be called upon to answer for. What remained undecided was, whether there must be something amounting to an "express contract" by the carrier to accept this responsibility, and that point remains undecided still; though the strict, and very reasonably strict, view taken in *Horne's case* of what kind of notice will be sufficient, if mere notice is sufficient, reduces the region of doubt within comparatively narrow limits.

The reason why it became unnecessary to decide the same question in *Elbinger Action Gesellschaft v. Armstrong* (23 W. R. 127, L. R. 9 Q. B. 473), where it was again raised, was that the court found themselves able to determine the matter upon another point. The action was there, not against a carrier, but against a manufacturer; but the same principles apply. It was brought to recover damages for breach of a contract to supply the plaintiffs with wheels and axles for waggons; notice had been given to the defendant that the plaintiffs were under penalties to deliver the waggons in time, but neither the amount of the penalties nor the precise day when they would begin to run (a day, of course, subsequent to that stipulated with the defendant) was mentioned. In fact, penalties were incurred through the defendant's neglect to deliver. On the principle of *Horne's case* it would seem that such a notice could not *per se* and of course make the defendant liable for the penalties; but by another route the defendant found himself fixed with precisely the amount of penalties paid by the plaintiffs. The damages claimed by the plaintiffs were these penalties; but the defendant contended that, as no other damage was proved, damages should be nominal. As to the latter contention, the court said, adopting the ordinary measure of damages, "At all events the plaintiffs were entitled to recover at a rate per day equal to whatever the jury should find to be reasonable compensation for the loss of the use of the waggons. (See *Cory v. Thames Ironworks Company*, L. R. 3 Q. B. 181). We think therefore it would have been a misdirection if the jury had been directed to find no more than nominal damages." As to the plaintiff's claim they say that the amount of penalties actually paid formed the extreme limit of the damages recoverable. "Had the amount of damages been actually left to the jury, the question would have been whether the defendants were liable for as much. If his lordship had told the jury expressly that the penalties as such could not be recovered, but that the plaintiffs were entitled to such damage as in their opinion would be fair compensation for the loss which would naturally arise from the delay, including therein the probable liability of the plaintiffs to damages by reason of the breach through the defendants' default of that contract to which, as both parties knew, the defendants' contract with the plaintiffs was subsidiary, the direction would not, at all events, have been too unfavourable to the defendants. We think that if so directed a jury in all probability would, and certainly reasonably might, have assessed the damages at £100 13s., which, after all, is no heavy per-centge, the contract price being £3,000."

It is not easy to know what to infer from these very guarded terms. The court do not decide whether, in order to make the defendant liable for all the damage caused by the plaintiff's breach of contract, the communication of that contract must be made the basis of, or enter into the terms of, the defendant's contract. They do not decide whether, if a notice may be sufficient, the notice in question was sufficient; but they de-

cide that there was enough notice of consequences to make the defendant, who was undertaking a subsidiary contract, contemplate some loss or damage as likely to arise from delay to the plaintiffs, by reason of their probable liability to damages in respect of their superior contract; that as the penalties actually paid did not amount to a "heavy per-centge," the jury might reasonably have assessed the damages at that amount, as fair compensation for loss naturally arising from delay; and that, as the only alternative presented to the court was that sum or nominal damages, the verdict must stand at the former sum, for which, by agreement, it had been entered. This seems to be all that was really decided; but, as we said of *Horne's case*, though no principle is established by it, it is a stepping-stone to a rule, the precise form of which we will not anticipate the court by predicting.

THE AGRICULTURAL HOLDINGS BILL.

II.

THIS Bill, we have said, contains much that is good; but, as the exemptions it allows are large, and its provisions may be completely evaded, it must be deemed an illusory measure. Under clause 38, as amended in committee, the Act is only to apply in the absence of any contract in writing between landlord and tenant. In some parts of the country it is a general practice to have formal leases from year to year prepared and signed by landlord and tenant. In most parts, we imagine, it is usual to have conditions of letting from year to year signed by landlord and tenant, and we apprehend that a mere informal document of this kind will, under the language of the 38th clause, be sufficient to exclude the operation of the Act. In fact, any contract whatever, signed by intending landlord and tenant, and relating to the tenancy—even an offer by letter, expressed with requisite certainty and unequivocally accepted by the landlord—though not containing a word about the mode of cultivation of the land, will have this effect. If it is said that there is no need for the tenant to sign any such document, and that he will not be likely to do so, we can only answer that any one who raises this objection knows nothing whatever of the competition which exists for land. The landlord when he lets his farm is master of the situation. It will be seen, therefore, that the area of application of the measure is likely to be excessively limited, but even as to the tenancies to which it might be applied there is reason to believe that, unless made compulsory, it will be inoperative. Consider the nature of the measure. It is not like the Land Transfer Bill, a boon offered to the owner of land, a means whereby he will be enabled to put into his own pocket the amount by which the price for which he can sell his land has hitherto been lessened owing to the heavy expenses of transfer. There is no question of justice to another class involved in this; anything the owner of land may have to pay for registration is an investment for the benefit of himself or his successors. The Agricultural Holdings Bill, on the other hand, is a measure introduced to remedy alleged wrongs. The landlords are told that they have been unjustly depriving their tenants of the unexhausted value of improvements made by them, and the measure proposes to take a sum out of the landlord's pocket and place it in the tenant's pocket. So also as to waste by the tenant, the principle of the Bill is to remedy injustice to the landlord resulting from the indefiniteness of the law relating to waste, and the Bill proposes to impose on the tenant the obligation to pay a sum for the benefit of the landlord.

On the ordinary principles of human nature, landlords and tenants will endeavour to elude the burdens the Bill attempts to impose; and there are peculiar reasons why these consequences should follow under the

project before us. It can hardly be doubted that the majority of the landlords of England, even if willing to admit tenants' claims for improvements, in the event of their having a free choice, will prefer that they should be adjusted by custom or stipulation, or should be left to their own sense of honour, with a tacit veto to maintain their importance. A few landlords may be not unwilling to make hard and unconscientious bargains, or may ignore equitable demands upon them from negligence, obstinacy, or the dulness of habit; these, of course, will object to be bound by the terms of the Bill, and will insist on being set free from them during existing tenancies and for future lettings. A similar result will arise from the fact that a landlord is not empowered by the Bill to borrow the compensation he may be adjudged to pay; this omission alone will render landowners indisposed to subject themselves to the measure, and will induce them to avoid it by private agreement. And it seems to be forgotten that a very large proportion of agreements for tenancies are made by an agent on behalf of the owner of the land, and not by the owner himself; the agent will certainly advise his employer to exclude the operation of a Bill which will involve trouble and annoyance to himself on the change of tenants. The result, we think, will be that most landlords will attempt to exclude the Bill. And a great many farmers, although upright and well-meaning men, will certainly dislike to be made liable to the rules of the Bill as respects waste; as a matter of course this will be the opinion of the small minority of bad tenants; and thus numbers, we think, even on the farmers' side, will be ready to "contract themselves out" of the proposed scheme. If these, then, are likely to be the results, how will the Bill remedy the supposed mischiefs which have been the pretexts for bringing it in, and for legislating upon this delicate subject? If ordinary landlords and tenants alike will evade the measure in the great mass of instances, and if bad landlords and tenants will certainly do so, how will this reform improve the position of capitalist farmers who may have sunk money in land without obtaining enough security, and how will it add sensibly to the produce of husbandry? Is it not evident that, in the first case, the tenant who has not got sufficient protection will be as much as ever dependent upon the only superior he has reason to fear—the grasping, careless, or stupid landlord, who will have all but certainly crept out of the Bill; and that legislation, therefore, will have been nugatory for him? Is it not equally evident, in the second case, that as the Bill will, as a rule, be avoided, it will have no appreciable effect in promoting the operations that make cultivation better, and draw from the soil an increasing produce? Does it not follow, then, that a measure like this, made impotent by its own provisions, will fail to accomplish the only objects for the attainment of which it has been given existence?

The truth is, that but one way exists to make a scheme of this kind effectual or to prevent it from being a mere delusion. If Parliament must interfere in this question, if new principles are to be laid down securing the farmer larger rights, if new relations are, to some extent, to be formed between owners and occupiers of land—and the necessity for this ought to be first ascertained—compulsory enactments become necessary, and large exemptions cannot be allowed, nor evasion of the law by unfettered contract. This is a leading feature of the Irish Land Act, and, though it has a disagreeable look, it is essential to every similar measure; and no platitudes about free agreements, and leaving Englishmen to do as they please, should lead us away from the real issue. To judge, indeed, from the many protests which the permissive or destructive clauses of the Bill have evoked at meetings throughout the country, this part of the question is thoroughly understood; and, in truth, if legislation on this subject is called for, it is nearly as idle to leave it optional as it would be to say that the Factory Acts should not be binding upon millowners, and that the

Fraudulent Trustee Acts might be made inapplicable by a few words in a deed. If the Government, therefore, really wishes to legislate fruitfully in this province, believing that tenants' grievances exist, or that landlords' rights should be better defined, or that public policy requires a change, it must make this a coercive measure, and put an end to the many facilities for evading it which it contains as it stands. In that event, the Bill, in our judgment, ought to be modified in a very great degree, for, though some of its provisions are wise, they are, in part, much too precise and stringent to be acceptable as a compulsory scheme, or, under these conditions, to be fair settlement. In view, indeed, of the present state of the question, we think Parliament might stay its hand until a more deeply considered plan should be introduced in another session; and, in any case, we trust that this Bill will not pass into law in its present shape, for, though its immediate effects will be small, its ultimate consequences may be quite otherwise. In fact, as we have already said, this measure, in its tendencies, is, we believe, mischievous. In the first place it implies that something in the existing relations of landlord and tenant is radically bad and requires amendment, and asserts that legislation has become necessary, and though it declines to interfere with effect, and leaves everything for the present at large, these admissions evidently involve changes the expediency of which has not yet been proved. In the second place, the Bill promises much, and yet will, probably, give very little; it lays down a positive standard of duties, and then declares that this may be plucked down; nothing certainly is better calculated to provoke wild and extravagant demands, and to create class animosity and distrust. What, indeed, could be, in itself, more unjust than for Parliament to tell large bodies of men, "You have a moral right to such and such advantages," and then to sanction their being taken away. Does any one suppose that if the British farmer is mocked and tantalized in this reckless way, he will not become an angry agitator, perhaps a bitter enemy of the order of things with which he is now, on the whole, satisfied? We shall not allude to the pregnant lessons of the Irish land question on this subject, for, possibly, they may not be apposite; but what is to be inferred from the vehement complaints which the Bill has already aroused in the country with reference to this very matter?

We wish to add a word on what seem to us particular defects in the frame and language of the Bill. The extension of the period for a notice to quit is, we think, open to special objection; unless prohibited by agreement, it will tend directly to the exhaustion of farms, and, as we have before pointed out, may prove very inconvenient in case of the death of a tenant from year to year shortly after the commencement of his tenancy, or of a new year of his tenancy. It deserves notice that a proposal to this effect was expunged by Parliament from the Irish Land Act. The periods of time within which a tenant may make a claim for improvements, and beyond which they are to be deemed exhausted, have not, in our judgment, been well adjusted; twenty years is surely too long for drainage, and too short for buildings and the reclamation of "waste," meaning land previously never enclosed. We question, too, if a term of seven years is not too great for boning, though with solid bones; and giving a tenant a claim during two years in respect of guano and such manures, will certainly cause unfair demands, though some precautions have been taken. We beg again to say we think it a mistake that landlords are not to be enabled to borrow from the State the sums they may have to pay tenants; and we doubt the prudence of making all disputes in respect of landlords' and tenants' claims determinable by arbitration in the first instance, and of forbidding an appeal beyond the county court. In some particulars the wording of the Bill is open to question and appears obscure. "The determination of the tenancy"

is the point of time at which compensation for improvements is to be obtained, and this is defined (clause 4) the cesser of the contract "by reason of effluxion of time or from any other cause;" does this mean that if a tricky tenant chooses to break an agreement and to get evicted, he may thus accelerate a claim for compensation? Again (clause 4), the expressions "landlord" and "tenant" are to include the "assigns" of each respectively; is a mortgagee with the legal estate an "assign" of the landlord within this clause? and, in the same way, is a predecessor or a successor in title an "assign" of the tenant? All this certainly should not be left doubtful. Then, again, the lands that are to be the subjects of the Bill are defined in this very clumsy manner: "nothing in this Act (clause 39) shall apply to a holding that is not either wholly agricultural or wholly pastoral, or in part agricultural, and as to the residue pastoral;" surely demesnes, and what are called residential estates, suburban parks, and temporary lettings, ought to be excluded with greater distinctness. We might add to this enumeration of blots, but enough has been said to show that the Bill needs revision even as regards its text. Our main objections, however, lie to the measure in its general scope; we do not think it will have beneficial results; we are apprehensive it will lead to mischief.

Reviews.

QUARTER SESSIONS.

THE JURISDICTION, PRACTICE, AND PROCEDURE OF THE QUARTER SESSIONS IN JUDICIAL MATTERS, CRIMINAL, CIVIL, AND APPELLATE. By THOMAS SIRRELL PRITCHARD, of the Inner Temple, Barrister-at-Law, Recorder of Wensleydale, London: Sweet; Stevens & Sons. 1875.

There are three kinds of editing; industrious editing is not uncommon, slovenly editing is more rare, but intelligent editing is the rarest of the three. Mr. Pritchard's book on Quarter Sessions, if indeed he can properly be said to have edited Mr. Dickinson's work, which he has rather re-written under his own name, belongs to the third class. In his preface, speaking of the last edition (by the late Mr. Justice Talfourd) of Dickinson's Quarter Sessions, Mr. Pritchard says, "The manifold and extensive statutory amendments and alterations which have been made since that time in all branches of the subject comprised within that work, and the numerous judicial decisions which have added to the previous law, have rendered it useless to the practitioner of the present day. Further, the absence of a fresh edition of the highly-esteemed work of Messrs. Leeming and Cross has left a void in the space formerly covered by that treatise." We quote this passage because it expresses, in all its parts, what has long been felt by all who practise at sessions. As for Dickinson, one might almost as well go back to Lambarde's *Eurenarcha*, and even the work of Leeming and Cross, which is a model of brevity, compactness, and convenient arrangement, has in its turn gone out of date. Mr. Pritchard therefore needs no apology for filling a space which had already remained too long empty. Nor are we surprised that the alterations, both in the way of retrenchment and addition, which he has been compelled to make, have so changed the aspect of the work as to render it impossible correctly to describe the work any longer as Mr. Dickinson's. The most important retrenchment consists of the omission of the matter relating to sessions other than quarter sessions. The business of the petty and special sessions has now become so multifarious, and so much has of late years been published on this subject, that no one will doubt that Mr. Pritchard has done wisely in excluding this matter; the 1,127 pages which his work includes are quite enough for a single volume, or even for the two into which the binder may, at a convenient break, divide

t. Indeed, we should have preferred to see the book limited more strictly to what is proper and peculiar to Quarter Sessions. In that case the author might have been contented to omit the 300 pages relating to particular criminal offences triable at quarter sessions, the matter of which belongs to the general criminal law, and can be found in works exclusively devoted to that subject; we presume, however, that the convenience of having a complete hand-book outweighed this consideration, and probably the author and his publishers have taken a practical view of this matter. However this may be, the 300 pages form a clear and compact treatise on that portion of the law they deal with.

In treating of the appellate jurisdiction of quarter sessions, the author necessarily encounters the difficulty that he is compelled often to state in some detail the proceedings below in the matter to which the appeal relates. He is then led perforce into treating of proceedings in those sessions the consideration of which he excludes from his general plan, and much pains and care must have been needed to distinguish between what he could and what he could not safely omit. It would beidle to pretend that we can tell, upon such an examination of the book as is alone possible for the purposes of a review, how far he has in each case hit the exact line between them, but, so far as we are able to judge, he has succeeded well in this very difficult task. The part of the work, however, with which we are most struck is that relating to poor rates, and we must express our unqualified approval of the skill, clearness, and accuracy with which he has dealt with this head. The reader will here find a very complete view of the subject, far superior to the diffuse account given in Archbold's Poor Law. Passing to the question of settlement and irremovability, one must needs regret the great quantity of necessary but yet almost useless labour that still has to be spent upon the law of settlement. Though the author has omitted, or reduced to narrow dimensions, large portions of the old law on this subject, there still remain sixty pages of the comparatively little used law of settlement, as against five pages into which is compressed the law relating to irremovability, which now mainly determines questions of chargeability.

We have not thought it necessary to state in detail the distribution and contents of the work. The distribution follows in the main that of Mr. Dickinson; the contents may be taken to embrace practically the whole subject of the jurisdiction of quarter sessions. It would be idle to attempt to pass upon a practical work like the present the sort of judgment which only a frequent use of the work would justify, but so far as we have been able to examine it we can confidently say that it is written throughout with clearness and intelligence, and that both in legislation and in case law it is carefully brought down to the most recent date. Mr. Pritchard is already known as the careful editor of the first volume of the latest edition of Burn's "Justice," and we are satisfied that those who, from their use of that volume, expect to find care, accuracy, and completeness in the present work will not be disappointed.

Lord Selborne has given notice that on Tuesday, the 4th of May, he will call attention to the subjects of the Inns of Court and legal education; and submit a Bill to make provision for the better regulation and government of the Inns of Court, and a Bill to establish a general school of law in England.

"Tardy Justice," writing to the *Times* from the Temple, says:—The Lord Chancellor recently claimed credit for the House of Lords for having disposed, in the session of 1875, of most of the causes set down for hearing in the session of 1874. One would have thought that the causes of 1874 should have been heard in that year, but his lordship made no reference to the causes marked "Judges" in the list. There is one "Judges'" cause set down in 1873, and another in 1874, and no one can tell when these will be heard.

RIGHTS OF SECURED CREDITORS IN BANKRUPTCY.

A QUESTION of considerable importance as to the rights of a creditor who holds security on the estate of a bankrupt or a liquidating debtor came before the Chief Judge on Monday last in *Ex parte King*. The 16th section of the Bankruptcy Act, 1869, which contains regulations as to the first meeting of the creditors in a bankruptcy, provides, by sub-section 4, that "a secured creditor shall, for the purpose of voting, be deemed to be a creditor only in respect of the balance (if any) due to him after deducting the value of his security; and the amount of such balance shall, until the security be realized, be determined in the prescribed manner. He may, however, at or previously to the meeting of creditors, give up the security to the trustee, and thereupon he shall rank as a creditor in respect of the whole sum due to him." Section 40 provides that "a creditor holding a specific security on the property of the bankrupt, or on any part thereof, may, on giving up his security, prove for his whole debt. He shall also be entitled to a dividend in respect of the balance due to him after realizing or giving credit for the value of his security, in manner and at the time prescribed. A creditor holding such security as aforesaid, and not complying with the foregoing conditions, shall be excluded from all share in any dividend." With reference to the word "prescribed," used in both these sections, it must be remembered that it is defined, by section 4 of the Act, as meaning "prescribed by rules of court to be made as in this Act provided." Then, by section 125, sub-section 7, it is enacted that "the property of the debtor shall be distributed in the same manner as in a bankruptcy," and that, with certain modifications immaterial for our present purpose, "all the provisions of this Act shall, so far as the same are applicable, apply to the case of a liquidation by arrangement," just as to a bankruptcy. We must now look at the Rules of 1870, to see what has been prescribed with reference to sections 16 and 40. Rule 99 says, "A secured creditor, unless he shall have realized his security, shall, previously to being allowed to prove or vote, state in his proof the particulars of his security, and the value at which he assesses the same, and he shall be deemed to be a creditor only in respect of the balance due to him after deducting such assessed value of the security." And, by rule 100, "Any secured creditor so proving shall be bound to pay over to the trustee the amount which his security shall produce beyond the amount of such assessed value, and the trustee shall be entitled, at any time before realization of such security by the creditor, to redeem the same upon payment of such assessed value." Both these rules come under a division of the rules which is headed "Meetings of creditors," but they do not expressly refer, as some of the other rules under the same division do, to any particular section of the Act. There does not appear to be much difficulty in their construction, looking at them alone, but there is this further provision made by rule 136, which comes under a division headed "Dividends," and which expressly refers to section 40:—"A creditor who is desirous of giving credit for the value of his security in order to entitle him to a dividend in respect of the balance of his debt after deducting the assessed value, shall give notice thereof to the trustee, and the value of his security shall be determined in the same manner as the value of the security is to be determined as prescribed with reference to the balance upon which a secured creditor may vote, and such creditor shall give credit for the value within fourteen days after he shall be called upon by the trustee so to do . . . and, in default thereof, shall be deemed to be fully secured. If the trustee or any other creditor shall be dissatisfied with the value put on the security, the trustee may require the security to be realized." Then, rule 272, one of the rules coming under the division headed, "Proceedings for liquidation by arrangement or composition with creditors," and expressly referring to sections 125 and 126 of the Act, embodies rules 99 and 100 in identical words, with this exception, that the terms of rule 100 are prefaced with the words, "In cases of liquidation by arrangement," in order, no doubt, to exclude the case of composition, to which the provisions of rule 100 would be inapplicable. But in this division of the rules there is no express provision answering to that made by rule 136 with regard to bankruptcy.

In *Ex parte King* this was what happened. One of the

creditors of a liquidating debtor held as security for his debt a policy of assurance on the debtor's life. The policy was for £1,200. The principal debt secured by it was £630, but there was also due to the creditor a considerable amount for interest and premiums which he had paid to keep the policy on foot. His proof was for £1,209, and in his affidavit he stated his security, and assessed its value at £200, this being the then surrender value of the policy. The proof was not tendered till after the first meeting of the creditors, and consequently the creditor did not, and could not, vote at that meeting. The trustee assented to the estimate put upon the security, and admitted the proof. Less than three weeks afterwards the debtor died, and the creditor subsequently received the amount of the policy, which, however, did not fully cover the sum due to him from the debtor. The trustee thereupon claimed the excess of the amount of the policy above the £200. No dividend had been paid by the estate. On the creditor's part it was contended that rules 99 and 100, and the analogous provisions of rule 272, apply only to the temporary proof for the purpose of voting, and not to proof for the purpose of receiving dividends, and that proof for the latter purpose is dealt with by rule 136, which must be considered as applying to liquidation just as much as to bankruptcy proper. Then the effect of rule 136, it was said, is to place the creditor, when his security has been valued, as there provided, in exactly the same position as if it had been realized by a sale, and he had been permitted to bid and had become the purchaser. Thenceforth he was to be treated as the owner of the property, just as if a foreclosure of a legal mortgage had taken place.

The Chief Judge, however, refused to adopt this construction, and held that the case was governed by the express words of rules 100 and 272, and that the creditor could only retain the sum at which he had estimated the policy. The case certainly appears one of considerable hardship, inasmuch as the security had been in fact to a great extent created by the mortgagor's own money, which had thus been the means of providing a fund for the payment of the other creditors. On the other hand, no doubt, it may be said that it was the accident of the debtor's death which had produced this lucky windfall, and that the general body of the creditors was as much entitled to the benefit of it as the mortgagor. This construction of the rules too has the advantage of adhering to the literal meaning of rules 99 and 100, while the intention of rule 136 is not so clear. But there is so much obscurity in the three rules taken altogether that we shall not be surprised to hear that the case is to be taken to the Court of Appeal.

Notes.

THE QUESTION has been raised, but, we believe, has not yet been actually determined, whether the doctrine of the well-known case of *Ex parte Waring* (19 Ves. 345) can apply where one or both of the insolvent debtors, who are liable on a bill of exchange, has or have effected a composition with creditors under the provisions of the Bankruptcy Act, 1869. In the case of *Ex parte Lambton*, heard by the Lords Justices on Thursday, this question arose in the course of the argument, and though it was not expressly decided by the court, a very strong opinion was expressed (to use the words of Lord Justice Mellish) that *Ex parte Waring* could only apply where the persons liable upon the bills were both insolvent under such circumstances that their estates were distributable among their creditors. This condition, of course, would not be fulfilled if the creditors of either party had agreed to accept a composition, for in that case the debtor's estate would not be distributable among his creditors, but would remain vested in him. This, though not amounting to more than a *dictum*, seems worth noting, as the question is one which is likely often to arise in practice. The *dictum* appears, indeed, almost to follow from what was said by the Court of Appeal in *Vaughan v. Holliday* (22 W. R. 886, L. R. 9 Ch. 561), that *Ex parte Waring* cannot apply unless there is not only a double insolvency, but a right of double proof against the two insolvent estates. In a case of composition there would be no right of proof against the estate of the compounding debtor; but this question was not in the contemplation of the court when they decided *Vaughan v. Holliday*.

The Albany Law Journal reports portions of a very eloquent argument recently delivered in the Court of Appeals in Kentucky, in the case of *Bibb v. Miller*, in which the plaintiffs sought to have a lottery ticket, or coupon, alleged to be wrongfully detained by the defendants delivered up, the prize drawn and the proceeds paid into court for distribution. Messrs. Walker and Hubbard (the appellants) first contended that, "tested by elementary distinctions so old that they are surrounded by the halo of time, this ticket, this coupon, is without a local habitation or a name, tempest-tossed on a legal sea which refuses to float it." They then proceeded to argue that the Kentucky statute has not made the coupons property which can be recognized by the courts. "This tremendous scheme, this Pandora's box of unmitigated evil, this enterprise which has entrapped men of all denominations, creeds, and sects, this institution serving Satan in the livery of heaven, this grand concert whose echoes rival the discord of Dante's hell, depends, in so far as the enterprise scheme is concerned, upon five lines, forty words, contained in the act of incorporation, and which are as follows:—'Also to give, not to exceed five in number, public literary, musical, dramatic entertainments, at which they may distribute, by lot, to patrons of the entertainments, a portion of the proceeds arising from the sale of the tickets of admission.' These 'forty sub rosa words' have 'called into existence a gigantic outrage which has absorbed ten millions of money.' Lastly, counsel raised the point that among the contributors to the fund with which the tickets were bought were several infants, and asked the question, 'Shall infants, young in experience and immature in thought, . . . over whom courts have spread the shadow of great and awful power—shall infants be allowed to engage in wild, ruinous, and speculative enterprises?' It is insisted that the action as to infant appellees cannot be maintained, and that such a decision will be a legal monument long after those who have erected it shall have become dust." At the date of our contemporary's report the Court of Appeals had not decided as to the form of the "legal monument" they would erect.

A MEMBER of the United States Senate, unaware, perhaps, of the failure of a similar experiment here, has introduced a measure into that body intended to shorten deeds. The first clause proposes to enact that a deed may be made in the following form:—"This deed, made the ____ day of ____, in the year ____, between [here insert names of parties], witnesseth, that in consideration of [here state the consideration], the said ____ doth [or do] grant unto the said ____ all [here describe the property, and insert covenants and other provisions]." It might perhaps be objected that lengthy parts of deeds are usually to be found in the description of the property, "covenants, and other provisions." It appears that the Bill contains provisions "intended to declare that any forms of expression such as 'This is a quit-claim deed' or 'This is a mortgage,' shall mean just what they say," but we do not find that any attempt has been made to substitute abbreviated forms of covenants, &c., for those in general use.

LEGAL EDUCATION IN MANCHESTER.

A MEETING was held on Monday, at the rooms of the Manchester Incorporated Law Association, of influential members of both branches of the profession, for the purpose of receiving and considering a communication from the council of the Owens College. Mr. Ponsonby was in chair.

Mr. Chancellor Christie, Dr. Greenwood, and Mr. Darbshire, on behalf of the college, explained its purpose in originating courses of lectures on law for law students and others, namely, to secure the provision of more regular instruction than pupils in chambers or clerks in solicitors' offices can be expected to provide for themselves, and that, moreover, under the skilled direction of teachers able to survey and indicate the principles which underlie the thousand petty details of "practice," and furnish a mastery of the subject, such as merely empirical acquaintance with what is known as "the law" can never afford. It was pointed out that the fact of the holding of such courses in connection with the college, where law students, if they do not (an increasing number of them do) become them-

selves students in other departments, have at least the advantage of mixing with students and acquiring more or less of the student habits of reading and reproducing what they have learned, is in itself a guarantee of no slight importance for the actual usefulness of such lectures to those who attend them. For several years past Dr. James Bryce had rendered the most valuable services, both by his own lectures and his arrangement of subsidiary courses, and by the selection of competent assistant lecturers. Nevertheless—and especially at the present time, when Dr. Bryce's engagements compel him to relinquish his charge in Manchester—the college had increasingly felt the great desirability of securing the services of some gentleman, as a regular professor in the college, competent and willing to give continuous attention to the whole circle of his subject, and, with occasional assistance, to provide courses, not only systematically arranged and really progressive, but also continuous. Hitherto, students had been much tried by a certain want of sequence within each session, by a want of more advanced lectures in succeeding sessions, and by the compression of many lectures within short terms. It had been considered that to secure the aid of such a professor and induce him to take so onerous a charge, and one which would doubtless interfere to a certain extent with his professional engagements, a proper stipend would be essential in addition to his share of fees—say not less than £250 per annum. The college had already endowments yielding £100 per annum for the law chair, and would require about £3,500 at least to justify the council in constituting the chair upon the desired permanent basis. The meeting was invited to discuss the desirability of the proposed foundation, and the means of enabling the college to make it. Several gentlemen addressed the meeting, and the following resolutions were adopted unanimously:—

"That in the opinion of this meeting it would be of very great advantage to those who are preparing in Manchester to enter the profession of the law if the courses on law in Owens College could be systematized in the charge of a resident professor."

"That a subscription be forthwith entered into for the purpose of forming an endowment fund to establish a law professorship in connection with the college; and that the object be cordially recommended to the support of the profession and others interested in the promotion of methodical education for lawyers."

"That Messrs. Ponsonby, Christie, Darbshire, Unwin, and M. B. Wood, with power to add to their number, be appointed a committee to carry out the foregoing resolutions."

Subscriptions amounting to £1,400 were promised at the meeting.

Societies.

LAW STUDENTS' DEBATING SOCIETY.

This society met as usual at the Law Institution on Tuesday evening. The number of members present was considerably over the average, and the debate was continued to a late hour. The question discussed was No. CCXXXIX. Jurisprudence—"Is it expedient to extend the power of sentencing criminals convicted of aggravated offences against the person to corporal punishment?" At the conclusion of the debate the question was put by the president and carried in the affirmative by a majority of three votes.

ARTICLED CLERKS' SOCIETY.

A meeting of this society was held on Wednesday evening, the subject for the evening's debate being:—That divorces should be obtainable by mutual consent of husband and wife. The motion was lost by a majority of six.

INCORPORATED LAW SOCIETY.

On Wednesday last the president, vice-president, and council of the Incorporated Law Society entertained at their examination dinner Lord Coleridge, the Lord Chief Justice of England, Mr. Justice Field, Sir R. Garth, Q.C. (Lord Chief Justice of Bengal), Sir F. Pollock, Bart., Sir P. Rose, Bart., Mr. Matthew Arnold, Mr. Theodore Martin, Mr. Wm. Williams, Mr. W. Ford, Mr. F. Onyry, Mr. F. H. Janson, Mr. Godfrey Lushington, Mr. J. C. Mathew, Mr.

Dalrymple, Mr. Hollams, Mr. N. T. Lawrence, Mr. S. Bircham, Mr. Burne, Mr. C. C. Druce, Mr. Paterson, Mr. R. Few, Mr. G. B. Lake, Mr. Binns Smith, Mr. C. R. Williams, Mr. C. W. Lawrence, Mr. A. W. White, Mr. Parker, Mr. H. Markby, Mr. Follett, Mr. Graham, Mr. Boyer, Mr. Roseoe, Mr. Cox, Mr. Williamson (secretary), and several other members of both branches of the legal profession.

Mr. BIRCHAM, the president, proposed "The Queen," "The Prince and Princess of Wales and the rest of the Royal Family," and remarked that, happily alike for the Queen and for her subjects, this toast, whether limited to her Majesty or extended to the entire family of which she was the head, would be received with the same devoted loyalty.

The PRESIDENT next proposed "The Houses of Parliament," and coupled with the toast the name of their distinguished guest, Lord Coleridge. Mr. Bircham alluded to the great functions of each House, and the claim which each had on the gratitude and confidence of the country, and remarked that the House of Lords, by ever receiving recruits from that even greater aristocracy of talent and goodness and honour which our free institutions were constantly bringing forward from amongst the Commons, would be sure to retain its hold upon the affections of the people at large, and added that one such recent recruit was amongst their guests on the present occasion. Mr. Bircham then spoke of the great pleasure the profession had experienced in watching the progress of Lord Coleridge through all the honours of the bar until he at length received one of the highest judicial trusts the country could confer. He congratulated Lord Coleridge that the name which had won the regard of every educated Englishman, had not been merged even in the halo of title, and that they could still recognize the name of Coleridge at the same time that they looked up to the peerage and the distinction to which he had risen.

Lord COLERIDGE, in responding, said he had a certain pride of his own, no doubt, in his name and family, and it was a great gratification to him to be allowed to carry his name into the great assembly in which it was his privilege to sit; but if this great assembly were worth anything, and were to continue so, this end could only be attained by its being recruited by those persons who, in the opinion of many, are fit to carry new blood into that distinguished assembly. Whatever might be in store for that assembly, and it would be unmanly on his part if he were to disguise the opinion he had always entertained, it would be impossible that it could continue for any length of time to maintain that jurisdiction which was in ancient days given to it as a co-ordinate branch of the Legislature. It was, however, essential to the profession of the law that those who were at the head of it should be members of the House of Lords, and he was confident that the House of Lords could never so well maintain itself as in receiving from time to time an infusion from that great and intellectual profession of which it had been his proud privilege to be so long a member.

The PRESIDENT next proposed "The Health of the Bench and the Bar," and coupled with the toast the name of the Lord Chief Justice of England. In doing so, he congratulated the society and its guests that they were privileged with the presence of four of her Majesty's judges, and he could not but express the gratification he and his colleagues on the council felt at this honour. How to characterize one of them was to him difficult. There had been a habit for some time of irreverently designating their friend as "Dick Garth," and he was quite sure that whether he be called by that name, or whether he be at this moment "Mr. Garth" or "Sir Richard Garth," and Lord Chief Justice of Bengal, he would be regarded with the greatest possible esteem, and, he might well say, of affection. Mr. Bircham referred to Sir R. Garth having acted as lecturer, and as counsel to the Law Society, and said that in him the council had found a friend with whom they had been in the most genial communion, and a counsellor and adviser of the highest value, and devoted to the interests of the society. If, therefore, they grudged him to India this should not be received with surprise. The council wished him as hearty a circle of friends there as he would leave in England, and that after a career prosperous in India, then he would be restored unscathed to his friends in England. From the Lord Chief Justice of Bengal he would turn to their friend Mr. Justice Field. They had not forgotten that he began life as a member of the solicitor branch of the profession, although he had eventually left them and entered on the greater sphere in which he had so highly distinguished himself, and not the less so on account of the earlier part of his edu-

cation, and had at length achieved an elevation on which not the learned judge alone but the country was to be congratulated. Turning to the Lord Chief Justice of England, judicially speaking the highest guest of the evening, he was sure those present would bear with him when he reminded them of the honour which had been conferred on them by his coming amongst them. Having alluded in some detail to the career of the Lord Chief Justice, Mr. Bircham went on to say that his lordship had entitled himself to the thanks, not only of England, but of the whole civilized world, in bringing the powers of his great judicial mind to bear on the questions submitted for arbitration at Geneva. It might be that in this he would never be fully appreciated unless by posterity, and except when it shall be known how far what was done, and what was afterwards written in connection with that great work, may influence the sheathing of the sword and the bringing nations to submit their differences more and more to judicial arbitrament. As regards the Lord Chief Justice's judicial life, if there had been one thing more marked than another, and as to which perhaps his friends had previously felt the least confident, it was that the brilliant advocate, the efficient politician, the great orator, had become a judge eminently patient and careful. Those who felt the mistrust to which he alluded had been greatly mistaken, for if there had been one part of his judicial character more prominent than another it was the ability and patience, and the faculty of lucid exposition which he had exhibited, and by which he was enabled to lay bare the most difficult and complicated questions. Mr. Bircham continued, "Of the purity and uprightness of the Lord Chief Justice, or of any other judge, I speak not. Their purity and their uprightness are as much our property and our possession as the air we breathe, and no amount of slander, of malignity, or mendacity will tempt English gentlemen to discuss or to doubt it. I have only further to assure his lordship that amongst all those with whom I have been in contact (I allude more especially to the council of this society and the general body of solicitors) there is felt the most entire confidence in, and the most unqualified respect and esteem for, the Lord Chief Justice of England."

The LORD CHIEF JUSTICE OF ENGLAND, in acknowledging the toast, said: Mr. President, my Lord Coleridge, and gentlemen, I cannot express to you my sense of the honour done me by the toast, as proposed by your worthy president, and so cordially received by yourselves. I can only say that the moment I received the invitation with which I was honoured I had not the slightest hesitation in accepting it, for there is no branch of the profession and no body of men I respect more than your own; and I say so because I am deeply sensible, as a member of the profession, of the invaluable service you have rendered in maintaining at a high standard the honour and integrity of the profession. No one can appreciate this more highly than I can, independently of my high respect for the council and for the members of it, with whom I have been brought into contact. Of the manner in which it has pleased the president to speak of me, prompted, no doubt, by old associations, when side by side we fought great battles, it will not become me to speak. All I can say is that even whilst at the bar, I wished to maintain the honour of the advocate, and to do my duty to my client, never, however, forgetting what was due to honour and to truth. Since I have been upon the bench you have been enabled to judge how far I have discharged my duty faithfully. The president has referred to attacks which have recently been made upon me in common with other members of the bench. To that subject I do not wish in this friendly assembly to advert further than necessary. A man with a high and acute sense of honour cannot but be galled by attacks and imputations made upon his honour and integrity; but this I can say, that I have found abundant compensation and comfort in the way in which, upon every occasion when I have recently appeared in public, I have been met by all whose opinion is worth having. This I may say with perfect truth and sincerity, and you will readily believe that of all the manifestations of confidence, approval, and regard which I have met with none can equal, certainly none can surpass, those manifestations on the part of the profession of the law which I have recently met with from the bar in the old hall with which my student days were first associated, or that I meet with upon the present occasion. I can only say that I laugh to scorn the contemptible, dastardly attempt to question, to blacken

my judicial reputation. You have known me, many of you, as a barrister, you have all known me as a judge, and if you say that you have still unquestioned confidence in my judicial integrity and character, it is to me an abundant reward for my many years of service.

Sir RICHARD GARTH trusted that he had by this time earned the privilege of calling those present his old friends, and he was glad to have this opportunity of wishing them good-bye, and of thanking them for the many kindnesses he had received at their hands. A man of his years could not leave dear old England without a struggle, but one could not always obtain riches and honour as he pleased, and perhaps it was much better that it should be so. He was quite aware, too, of the difficulties he would have to contend with in administering a comparatively strange law in a strange land to strange people, with habits and customs altogether different from those of his own land. The best of us could only do our best, and he would yield to none in this endeavour. However many thousand miles they might be parted he should never forget their kindness, and he hoped they would not forget him. Sir R. Garth, who was much affected, concluded by expressing his pleasure that he had an opportunity of wishing so many with whom he had been associated a heartfelt and grateful farewell, and trusted that the time might not be very far away when he might return to greet them with renewed cordiality, if he was spared to return to the dear old country.

Appointments, Etc.

Mr. JOHN EDWARD ANDERTON, solicitor, of Clitheroe, has been appointed a Commissioner for taking Affidavits in Chancery.

Mr. JOHN FREDERICK BAILEY, solicitor, of Wedmore, Somersetshire, has been appointed Clerk to the Wedmore School Board.

Mr. FREDERICK FOX CARTWRIGHT, solicitor, has been appointed Assistant Clerk to the Property and Income Tax Commissioners for the City of Bristol, in succession to his partner, Mr. Thomas Danger. Mr. Cartwright was admitted a solicitor in 1868.

Mr. THOMAS DANGER, solicitor, has been appointed Clerk to the Property and Income Tax Commissioners for the City of Bristol, in the place of Mr. John Franklyn, resigned. Mr. Danger was admitted a solicitor in 1836, and is clerk of the peace for the city. He has for several years been the assistant clerk to the commissioners.

Mr. EDWARD JOHN COX DAVIES, solicitor, of Tredegar and Newport, has been elected Clerk to the Commissioners of Taxes for the Division of Bedwelly, in the county of Monmouth. Mr. Davies is also clerk to the county magistrates for the same division.

Mr. STEPHEN BROWN DIXON, solicitor, of Pewsey, has been elected Clerk to the Commissioners of Land and Income Tax for the Kinwardistone Division of Wiltshire, in the place of the late Mr. W. H. Hall. Mr. Dixon was admitted a solicitor in 1862, and is clerk to the magistrates for the Everley and Pewsey division of the county, to the guardians of the Pewsey Union, and to the Everley and Pewsey Highway Board.

Mr. THOMAS HOLMES GORE has been appointed Clerk to the Magistrates for the City of Bristol in succession to Mr. William Brice, who, after thirty-nine years' service, has resigned the office on his appointment as town clerk of Bristol. There were eleven other candidates. Mr. Gore has for the last ten years held the office of "assistant clerk to the Lord Mayor" at the Mansion House Justice Room, and was previously clerk to the Cinque Ports and borough justices at Margate.

Sir WILLIAM HACKETT, Knight, has been appointed Chief Justice of the Colony of Fiji. The new Chief Justice is the son of the late Mr. Bartholemew Hackett, of Cork, and was born in 1824. He graduated at Trinity College, Dublin, and became a member of the Irish bar, and afterwards (in Michaelmas Term, 1851) he was called to the

bar at Lincoln's-inn. He practised for several years on the Northern Circuit, and was appointed Queen's Advocate at the Gold Coast in 1861, Chief Justice in 1863, and Lieutenant-Governor of that colony in 1864. He was knighted by patent in 1866 on receiving the appointment of Recorder of Prince of Wales's Island; but since the transfer of that place from the Indian Government to the Crown he has been styled Judge of the Supreme Court of Penang. In 1871 he was acting Chief Justice of the Straits Settlements.

Mr. EDWARD WILLIAM HASLEWOOD, solicitor, of Bridgnorth, has been appointed Clerk to the Magistrates of that borough. Mr. Haslewood has been for some years in partnership with his late father, whom he succeeds in the office.

Mr. EDWARD JOHN KENDALL, solicitor, of Gloucester, has been appointed Registrar of the Yarmouth County Court (Circuit No. 33) in the place of Mr. Henry John Walker, appointed registrar of the Southampton County Court (Circuit No. 51). Mr. Kendall was admitted a solicitor in 1872.

Mr. JOSEPH MARTIN, solicitor, of Pershore, has been appointed Clerk to the County Magistrates at that place, in the room of Mr. William Wilton Woodward, resigned. Mr. Martin was admitted in 1866, and is deputy-coroner for the southern division of Worcestershire. He has for several years acted as assistant magistrates' clerk.

Mr. ARTHUR PHILLIPS, barrister, has been appointed to act as Standing Counsel to the Government of Bengal during the absence of Mr. John Pitt Kennedy. Mr. Phillips was formerly a fellow of St. Catherine's College, Cambridge, where he graduated as Fifteenth Wrangler in 1864. He was called to the bar at the Middle Temple in Hilary Term, 1867, and has since been in practice in Calcutta.

Mr. PATRICK RYAN, barrister, has been appointed to act as Third Magistrate of the Police-court at Bombay, during the absence of Nana Morojee. Mr. Ryan was called to the bar at the Inner Temple in Trinity Term, 1873, and practises at the Bombay bar.

Mr. JOHN THOMAS, solicitor, of Swansea, has been elected Town Clerk of that borough (at a salary of £700 a year) in the place of Mr. Richard Anbrey Essory, resigned. There were fourteen candidates. Mr. Thomas was admitted a solicitor in 1874, and has acted for several months as deputy town clerk.

Mr. DAVID BEVAN TURBERVILLE (of the firm of Cuthbertson & Turberville), of Abergavon, Briton Ferry, Neath, and Pontardawe, has been unanimously elected Clerk to the Guardians of the newly-formed Pontardawe Union.

Mr. Arthur Hobhouse, Q.C., has been elected Vice-Chancellor of the Calcutta University, in succession to the Hon. Edward Clive Bayley, C.S.I.

Mr. Augustus Apsley Le Gros has been elected a judge of the Royal Court of Jersey, in the place of Judge Dumaresque, who has resigned on account of ill health.

Mr. F. Towers Streeten, of the Oxford Circuit, Recorder of Worcester, has been elected a bencher of Gray's-inn.

The Thetford Burial Board have raised the salary of their clerk (Mr. Read, solicitor) from £15 to £25 per annum.

Mr. Rupert Alfred Kettle, judge of county courts (Circuit No. 23), has been elected an honorary member of the Birmingham Law Students' Society.

It is stated that the Right Hon. Sir Lawrence Peel is about to resign his seat on the Judicial Committee of the Privy Council in consequence of ill health.

The General Purposes Committee of the Court of Aldermen have fixed Saturday, May 8, for receiving applications for the office of second clerk at the Mansion House Justice Room, vacant by the appointment of Mr. Thomas Holmes Gore as clerk to the city justices of Bristol. The salary will be £350 per annum, and candidates must be properly qualified members of the legal profession, between the ages of twenty-five and forty.

Courts.

CHANCERY.

MASTER OF THE ROLLS.

April 28.—*Stainforth v. Gooding.*
Vendor and Purchaser Act, 1874.

This was a foreclosure suit.

S. B. L. Druce was for the plaintiff.

Townsend, for the defendant, having referred to section 7 of the Vendor and Purchaser Act, 1874 (37 & 38 Vict. c. 78), which abolishes tacking, but does not appear to affect the doctrine of consolidation of mortgages,

JESSEL, M.R., remarked that nobody had been able to understand the meaning of the section, and it would be repealed this session.

QUEENS BENCH.

April 26.—*Re Edward Lawrence Levy, an Attorney.*
Attorney struck off the rolls.

This was an application to strike Edward Lawrence Levy, an attorney, off the rolls. It appeared that in 1870 Levy became clerk to an attorney named Cooper, who had another clerk, named Levite. On Cooper's death in 1871 Levite arranged with Lind, an attorney, that Lind should continue the business of Cooper, employing Levite as his managing clerk, and Levy introducing business, or, as the master expressed it, Lind found a name, Levite found capital, and Levy found brains. In 1871 Levy applied to the court for permission to take out his certificate. The application was opposed on the ground of his having previously been in the service of an auctioneer under a false name and by means of a false character. The court refused the application. In 1872 he renewed the application. In opposition to this application it was alleged that he had made an affidavit denying that he had directly or indirectly practised as an attorney; that he had made an affidavit in the name of Edwards; that in a case of *King v. Cole*, which he had conducted, a man named Gadderer was called by him as a witness under the name of Edwards, a surveyor, and was paid fifteen guineas for attendance as a surveyor, not being a surveyor at all; that Levy had conducted an action of *Brown v. The Great Eastern Railway Company*, in which £350 were recovered as damages, of which the plaintiff had only been paid a portion; and that in another case fees paid to counsel, as endorsed on the briefs, had been altered so as to make the sums larger than were in fact paid. The matter was referred to the master to report, and he reported that, with reference to the two last charges, there was not sufficient evidence to convict Levy of having been privy to the frauds. But the master found that Levy knew that Gadderer was not a surveyor, and that he was paid as such.

The matter came before the court in November last on an application by Levy to be allowed to take out his certificate. The application was opposed by the Incorporated Law Society, and was refused by the court, the Lord Chief Justice remarking that "on a former occasion they had said that he must satisfy them that he had retrieved his character; but it appeared that he had made an affidavit that, neither directly nor indirectly, had he practised as an attorney during the interval which had elapsed before his application, and it turned out that this was untrue. There was an office in which the principal was a man of straw, and Levy himself was the active party, bringing in most of the business and receiving a share in the profits. What was that but indirectly carrying on business as an attorney? Then there was the transaction as to Gadderer, and the extortion of money from the defendant as the fees of a pretended surveyor, who was not a surveyor at all. It was impossible not to see that Levy must have known that the production of Gadderer as a surveyor was a piece of iniquity, and yet he afterwards swore an affidavit of payment of the expenses of the witness as a surveyor."

The Law Society now applied to have Levy struck off the rolls.

Thesiger, Q.C., and Murray, for the Incorporated Law Society.

Levy conducted his own defence, and urged that merely

receiving a commission was not directly or indirectly practising; and that, as to the other matters, Lind and Levite, and not himself, were responsible. As to the charge for Gadderer, he said he had not originally obtained him as a witness.

COCKBURN, C.J.—No part of the functions that this court is called upon to perform is more painful to myself and to my learned brothers than when we are called upon to exercise our jurisdiction over members of the profession of attorneys, and to visit them with heavy penalties for misconduct, but I am quite sure that the whole of that profession will rather be glad than otherwise that the court should, by the exercise of its jurisdiction in that respect, purge the profession of any one who is unworthy of belonging to it. When I look at the transactions which this discussion has disclosed, entered into and carried out by persons united together in such an office as that of which Mr. Levy (unfortunately for himself) was a prominent and active member, and when I see the amount of mischief which such an office, carrying on business with such principles, may be the means of creating, I feel that we must steel our hearts against any of those considerations of leniency and mercy which we might otherwise be disposed to show, and which would make us indisposed to strike a gentleman off the Rolls and shut him out from the exercise of the profession which he has hitherto adopted, and we must perform our duty if a sufficiently strong case arises for our interference. In my opinion this is a case which calls for it. I do not desire to add anything to what I stated on the former occasion, and which has been read to me by Mr. Thesiger. It appears to me that it is impossible to come to any other conclusion than that Mr. Levy did indirectly act as an attorney, which he must perfectly well have known he was not justified in doing, and that in the course of that practice, and at all events in one transaction, he was guilty of conduct which calls for our censure and reprobation, and which makes him, in our judgment, incapable of remaining any longer a member of that profession—I mean calling Mr. Gadderer as a witness on the trial which has been referred to, when he must have known perfectly well that Mr. Gadderer was not what he represented himself to be, and what he was going to get into the witness box to state he was, he having assumed a character which he was not entitled to bear. I cannot look upon that as other than as a job to put either fifteen guineas into the pocket of Mr. Gadderer, or a portion of it into the pockets of the other members of the association of which Mr. Levy was one member. Whether it was Mr. Levy's intention to put a part of the money into Mr. Gadderer's pocket, and the rest into Mr. Levy's pocket, or what the arrangement was, I do not know, nor do I think for this purpose it is very material. It may have been either the one or the other but at all events the result was to cast upon the defendant in that action a most unjustifiable and unprecedented demand which he (the defendant) had to pay. I think under those circumstances it is impossible for us to do otherwise than make this rule absolute.

MELLOR, J.—I am of the same opinion, and I only wish to add one word. I think there is nothing so important and nothing which requires greater vigilance, both on the part of the officers of the court and on the part of the court itself, than to see that litigation is conducted in a proper way, and it is of the highest importance that every anxiety should be observed in regard to the question of the costs of litigation, in order that there may be no sufficient ground for bringing accusations against the law of its being so extravagant with regard to the costs of litigation. I think when an opportunity arises we ought to express our great desire and determination (as far as possible) to keep those matters within proper and legitimate bounds.

LUSI, J.—I am of the same opinion. I regret to say that the further discussion of this matter has only confirmed the opinion which I expressed on a former application, that a person capable of doing what Mr. Levy has been proved to have done in this case is a person who ought not to be in the position of an attorney of this court, and as the duty is committed to us of guarding the public against the practices of unscrupulous persons, and as we should be enabling Mr. Levy to commit these practices with impunity, and to a considerable extent should be doing injury to the persons with whom he might come in contact, if we allowed him to continue in the practice of the profession of an attorney. I have come to the same conclusion which has been so feelingly expressed by the Lord Chief Justice, acting, as I believe, under an imperative duty, that we ought not to allow Mr.

Levy any longer to have the power of doing what it is proved he has done already.

QUAIN, J.—Not having heard the case before, I have brought a mind entirely free and unbiased to bear upon the subject, and having given it the best consideration I have been able to do, I must say that I have no difficulty in concurring with the judgment of the court and in thinking that this rule should be made absolute; and I do it upon three grounds. I think that a man who was engaged in getting a place by means of a character given by his own father in the way which has been mentioned—a man who could swear that he did not practise directly or indirectly, after what we have heard to-day as to the way in which he carried on business with Mr. Cooper first, then with Mr. Lind—and lastly, being a partner with others in defrauding the defendant in the cause of *King v. Cole* out of fifteen guineas by pretending that Mr. Gadderer was a surveyor and getting surveyor's fees for him out of the defendant—I must say that a man who could be guilty of such transactions as these ought not, in my opinion, to remain upon the roll of attorneys of this court. Therefore, I agree with the rest of the court that the rule should be made absolute.

COUNTY COURTS.

BIRMINGHAM.

(Before H. W. COLE, Esq., Q.C., Judge.)

March 11.—*Warren v. Great Western Railway Company.*

A railway company issued tickets on which was printed a notice that they were issued subject to the conditions in the company's time-bills. One of those conditions was that the company "do not undertake that the trains shall start or arrive at the time specified in the bills, nor will they be accountable for any loss, inconvenience, or injury which may arise from delays or detention, unless upon proof that such loss, inconvenience, injury, delay, or detention arose in consequence of the wilful misconduct of the company's servants."

Held, that this condition, though unjust and unreasonable, was binding on a passenger who took a ticket, and protected the company from liability to him for the consequence of the un punctuality of the train by which he travelled.

This was an action in which the plaintiff, a member of the bar, sought to recover 32s. for the cost of a carriage and pair from Wellington to Morville Hall, near Bridgnorth, being the expense he was put to by an alleged breach of contract on the part of the defendants.

Mottram, appeared for the plaintiff.

Wightman Wood, for the defendants.

His HONOUR.—The facts are simple. It appears that the defendants by their time-tables, which were put in evidence and admitted, advertised a train which is timed to leave their station at Birmingham at 1.38 p.m., and to arrive at Bridgnorth at 4.35, but passengers would have to change at two intermediate stations, viz., at Wellington, where the train should arrive at 2.53 and leave at 3 p.m., and at Buildwas, where the train should arrive at 3.30 p.m. and proceed on at 4.5. The train in question is a through train from London. The plaintiff on the 6th of August last went, accompanied by his sister, to the defendants' station in Birmingham in good time for this train, and took and paid for his ticket to Bridgnorth. The ticket is in evidence, and professes to be a ticket from Birmingham to Bridgnorth "via Coalbrookdale," and to be issued "subject to the conditions stated in the company's time-bills." One of these conditions, which is printed conspicuously on the cover of the book containing the time-bills as well as within it, is thus expressed, so far as relates to the point now to be decided:—"Train-Bills: The published train-bills of this company are only intended to fix the time at which passengers may be certain to obtain their tickets for any journey from the various stations, it being understood that the trains shall not start from them before the appointed time, but the directors give notice that the company do not undertake that the trains shall start or arrive at the time specified in the bills; nor will they be accountable for any loss, inconvenience, or injury which may arise from delays or detention, unless upon proof that such loss, inconvenience, injury, delay, or detention arose in consequence of the wilful misconduct of the company's servants."

I consider that the ticket and the time—or train—bills referred to in it constitute the contract between the par-

ties, and that, as a general rule, terms on the ticket bind the party who accepts it: *Stewart v. London and North-Western Railway Company* (12 W. R. 689). It appears by the evidence that the train in question, instead of starting from Birmingham at 1.38 p.m., according to the time-bills, was so late in arriving from London that it did not start from Birmingham until past 2. The plaintiff, after taking his ticket, waited for the train on the platform, and, it being important to him to arrive at Bridgnorth at 4.35, he made inquiries of the company's station-master, who assured the plaintiff that he would, by the train he was going by, arrive at Wellington in time to catch the train which is timed to leave there at 3 p.m. for Bridgnorth. I do not, however, attribute much importance to this conversation with the station-master, nor can I consider that it in any way altered the terms of the contract, whatever they were, which then existed between the plaintiff and the defendants by means of their tickets and time-bills. The plaintiff at last started on his journey from Birmingham at a little after 2 p.m., and arrived at Wellington about 3.20 instead of 2.53, being a difference of twenty-seven minutes. The 3 p.m. train from Wellington to Bridgnorth via Coalbrookdale had then already left, and there would be no other train from Wellington to Bridgnorth via Coalbrookdale until 6.53, which would arrive at 7.57 p.m. instead of 4.35. The plaintiff, not choosing to be detained nearly four hours at Wellington, hired at once a carriage and pair of horses to take him from Wellington to Morville Hall, his place of destination, which is only about half-a-mile from the Bridgnorth Station, and this carriage and pair, with the expenses incidental to it for driver and turnpike, cost him the 32s. for which this action is brought.

I should have no doubt whatever concerning the plaintiff's right to recover this expense from the company if the contract consisted of the ticket and time-bills only, without the special condition already quoted, which forms part thereof, but that condition creates much difficulty. The plaintiff has given no evidence to prove that the delay in the arrival of the train at Wellington in time for the 3 p.m. train from that place to Bridgnorth, arose from the negligence or misconduct, wilful or otherwise, of the company's servants, except the fact that the train when it left Birmingham was twenty-two minutes later than the time announced in the time-tables, and was twenty-seven minutes late in arriving at Wellington. But the reason why the train was twenty-two minutes late in arriving at Birmingham from London is wholly unexplained by the evidence, and I cannot consider the bare fact sufficient in itself to prove "wilful misconduct" on the part of the company's servants. The case then reduces itself to whether the special condition is binding on the plaintiff, or can be treated as invalid. Mr. Browne, in his treatise on the law of carriers, states, with reference to the carriage of passengers, that a railway company cannot absolve itself from the results of negligence in not starting a train by stating on the time-tables that the company will not hold itself responsible for delay or any consequences arising therefrom. "Any such restrictions or limitations (he says) must be reasonable, or they will not be held to be warrantable in a court of law" (p. 415). But he quotes no case in support of this statement except the *Nisi Prius* case of *Buckmaster v. The Great Eastern Railway* (see 18 S. J. 973). But the decision so quoted does not appear sufficient to support the author's statement; for the company's ticket in that case stipulated that the company should not be liable for any delay in the starting or arrival of trains arising "from accident or other cause," and Mr. Baron Martin held that the words "other cause" must be construed as "other cause of accidental kind," and not any other cause whatever; and, therefore, that, as the delay was proved to have arisen from the neglect of the company's fireman to light the engine fires in proper time, and not from any accident, the company were liable. The decision assumed that the condition was binding, and merely construed its proper meaning and effect. I cannot consider it as an authority for holding that a condition like the present one can be rejected for being unreasonable, when it applies to passenger traffic. If the condition applied to the carriage of goods, and was unjust or unreasonable, it would be void under section 7 of the Railway and Canal Traffic Act, 1854.

But that section applies to conditions with respect to goods traffic only, and not to passenger traffic. Section 2 of that Act does apply to traffic generally, and every railway company is thereby required to afford "all reasonable facilities" with respect to such traffic, and they are prohibited from subjecting any particular person, &c., "to any undue or unreasonable prejudice or disadvantage in any respect whatever;" but the only remedy given or permitted by the Act is by a complaint to the Court of Common Pleas, whose jurisdiction has since, by the late Act (36 & 37 Vict. c. 48), been transferred to the Railway Commissioners. If a railway company proffers unjust and unreasonable conditions to passengers, and will not convey them by their line unless they submit to them, they act most improperly, and a complaint may be made to the Railway Commissioners, and this may be done, not only by a private individual who is aggrieved, but by a municipal corporation, without proof that such corporation is aggrieved (section 13 of 36 & 37 Vict. c. 48). The Municipal Corporation of Birmingham, for instance, can, if they think fit, lodge a complaint against the Great Western Railway Company for acting in contravention of section 2 of the Railway and Canal Traffic Act by imposing on passengers between Birmingham and London and the intermediate places unjust and unreasonable conditions, and thereby acting so as not to afford the "reasonable facilities" required of them by the Act; and the Railway Commissioners may order the condition in question to be abrogated or modified. The Corporation of Birmingham would, I think, do well to bring the case of this company before the Railway Commissioners, for it can scarcely be expected that any private individual will do so at his own expense. But in the meantime the condition, when accepted by the passenger, appears to me to be binding in law, although unjust and unreasonable. Before the Railway and Canal Traffic Act, a carrier of goods might make a special contract with a customer limiting his responsibility, even in cases of gross negligence, misconduct, or fraud on the part of his servants: *Peek v. North Staffordshire Railway Company*, per Mr. Justice Blackburn (11 W. R. 1023, 10 H. L. Cas. 494), where the cases are collected. But by that Act the Legislature interfered so far as regards the carriage of goods only, and not as regards the carriage of passengers. The conditions imposed by a railway company on the carriage of goods must be just and reasonable or they are void under the Act. But the conditions imposed on the carriage of passengers are not touched by the Act, and are as legally binding now, although unreasonable, as all special contracts concerning goods were before the Act. I infer from the cases of *Stewart v. The London and North-Western Railway Company* (*supt.*), *Hurst v. The Great Western Railway Company* (13 W. R. 950, 19 C. B. N. S. 310), and *Van Toll v. The South-Eastern Railway Company* (10 W. B. 578), that such would be the decision of the superior courts if the case should be brought before them. I am aware that a contrary opinion has been expressed by several judges of county courts for whose abilities and learning I entertain the greatest respect.* But several other judges of county courts have decided the other way,† and none of the decisions bind me, except so far as they are consistent with the decisions of the superior courts. I have considered whether the condition can properly be treated as repugnant to the contents of the time-bills and be rejected on that ground, but I am unable to come to a conclusion in the affirmative. I think the condition, as it stands, is unjust and unreasonable, and one which, if applied to goods traffic, would be void under the statute (*Peek v. North Staffordshire Railway Company*, 11 W. R. 1023, 10 H. L. Cas. 473). But the law is defective for the protection of passenger traffic, and it is for the Legislature to remedy the defect.‡ If this railway company persist in imposing this unjust condition on passengers, then an application to the Railway Commissioners appears to me to be the only available remedy. Even conceding that, by implication of law, an obligation is imposed on the

company of using reasonable diligence to be punctual, and that they are liable for neglect of that obligation in every case of substantial injury resulting from neglect, I should not, on the evidence before me, be justified in holding that the plaintiff had made out a case simply because the train occupied, in its journey from London to Birmingham, twenty-two minutes, and in its journey from Birmingham to Wellington, five minutes more than the times appearing by the time-tables. I am therefore compelled to decide against the plaintiff, and shall give a verdict for the defendants without costs, and I will give the plaintiff leave to appeal if he wishes it.

Solicitor for the plaintiff, *Crocker Davies*.

Solicitor for the defendants, *R. R. Nelson*.

BIRKENHEAD.

(Before Mr. GILMOUR, Deputy Judge).

April 9.—*Re Grindrod*.

Liquidation by arrangement—Statement of debtor's affairs.

Jonathan Grindrod the younger, of The Parade, Parkgate, filed a petition under the 125th and 126th sections of the Bankruptcy Act, 1869, on the 4th of March, his schedule showing a total indebtedness of £212 3s. 5d. The creditors held a meeting on the 19th ult., which was adjourned till the 2nd ult., when it was resolved that the debtor's affairs should be liquidated by arrangement, and not in bankruptcy. A trustee was appointed, and it was resolved that the debtor should have his discharge on paying the trustee £20. As it appeared that no statement of the debtor's affairs had been laid before the meeting, the registrar refused to register the resolutions.

Crozier now applied to his honour to order the registrar to register the resolutions, stating that it had been held by the county court judge, at Liverpool, that in a case of liquidation no statement was necessary.

His Honour referred to *Re Sydney and Wiggins*, 23 W. R. 205, in which case, the proceedings being under section 126, the court held that the registrar had no power to register a resolution passed under the circumstances; and said that a statement ought to have been filed, and the registrar's decision was right.

Parliament and Legislation.

HOUSE OF LORDS.

April 23.—PRIVATE BILLS.

Lord REDESDALE moved "That no private Bill brought from the House of Commons shall be read a second time after Thursday, the 17th day of June next; that no Bill authorizing any enclosure of lands under special report of the Enclosure Commissioners for England and Wales, or confirming any scheme of the Charity Commissioners for England and Wales, shall be read a second time after Friday, the 18th day of June next; that no Bill confirming any provisional order shall be read a second time after Friday, the 18th day of June next; that when a Bill shall have passed this House with amendments these orders shall not apply to any new Bill sent up from the House of Commons which the Chairman of Committees shall report to the House is substantially the same as the Bill so amended."—The motion was agreed to.

SUPREME COURT OF JUDICATURE ACT (1873) AMENDMENT.

Their lordships went into committee on the Bill, and clauses up to 3 inclusive were agreed to.

On clause 4, Lord COLERIDGE said that the proposal in the clause to remove from the Judicial Committee of the Privy Council two out of its four paid members was open to objection. He was aware of the amendment which his noble and learned friend intended to move with the view of compensating the Judicial Committee for the loss of those two members, viz., that one or both of the Lords Justices might attend the sittings of that committee. But the two Lords Justices were to be members of the intermediate Court of Appeal. To this court more than any other we should have to look for the moulding of the Judicature Act of 1873, and the bringing of it into good working order. Was it well, therefore, to weaken this

* *Becke v. Great Western Railway Company*, 18 S. J. 972. See also *Parkinson v. Lancashire and Yorkshire Railway Company*, *ib.* 531.

† See *Russell v. Great Western Railway Company*, 18 S. J. 508.

‡ See an article on this subject in 18 S. J. 961.

court by imposing on two of its members the performance of duties on the Judicial Committee of the Privy Council? Neither the judges nor the profession would be satisfied with the decisions of a tribunal such as his noble and learned friend proposed to constitute if he weakened the number of its members in the way proposed. He should be glad if his noble and learned friend could see his way to making a rule that in the intermediate Court of Appeal there should be some judges sitting from the common law side of the High Court and some judges from the equity side of the High Court. He would call attention to one other point. In the Act appointing the four paid members of the Judicial Committee it was provided that their services should be placed at the disposal of the State for any "Supreme Court of Appeal" which might be established. Now the appeal court constituted by this Bill was not a supreme court.—Lord HATHERLEY thought the intermediate court should be made as strong as possible, with the view of diminishing the probability of cases being carried farther.—The LORD CHANCELLOR said in consequence of the abolition of the Exchequer Chamber and of the regulation by which a smaller number of the common law judges could sit *in banc*, the three chiefs thought that each of them would be able to sit in the court of appeal for not less than six weeks in each year, and the Master of the Rolls thought he would be able to sit for the same period. That gave twenty-four weeks for the *ex-officio* members, not counting the Lord Chancellor. He thought, therefore, the judicial strength of the Court of Appeal might be regarded as equal to six members always ready to attend. He did not want to revive the discussion of the question of what was the best number of members for a Court of Final Appeal; but it had always seemed to him that the choice lay between three and five. The late Lord Kingsdown had the strongest opinion that the best number was three. He was desirous that next session, when Parliament came to consider the question of the tribunal which ought to be charged with the hearing of final appeals, Parliament should have four salaried judicial officers unaffected by the provisions of this Bill.—Lord SELBORNE did not think the amendment with regard to the Lords Justices was necessary.—The LORD CHANCELLOR would move as an amendment the omission of lines 8 to 11 in clause 4 (page 3) in order to insert the following: "One or more of the Lords Justices of Appeal shall, as far as may be necessary, and as far as the state of business in the Court of Appeal may admit, attend the sittings of the judicial committee."—The amendment was then agreed to, and the clause, as amended, was added to the Bill.—Lord WINMARLEIGH wished to call attention to clause 16 which would abolish the rights and privileges reserved to the Court of Common Pleas of Lancaster by the 78th section of the Judicature Act of 1873. It was not just to abolish those rights and privileges.—Lord SELBORNE said that according to the rules as they now stood an action commenced in the Court of Common Pleas at Lancaster might, at the option of any one of the litigants, be removed from that court. He hoped the Lord Chancellor would consider this matter before the Bill passed and communicate with the judges, and it would be satisfactory to learn that he had been able to propose a modification which would in substance preserve to the inhabitants of the County Palatine the same facilities for local procedure which they had hitherto enjoyed.—The LORD CHANCELLOR said he had always been of opinion that considerably larger local powers should be reserved to the Court of Common Pleas of Lancaster and the district registries which came within its jurisdiction. He was not prepared to give an opinion as to what those ampler powers should be, but he would promise careful consideration to any suggestions which might be made by those who were interested in the question.—The clause was then added to the Bill, and the other amendments having been agreed to, the Bill passed through committee.

COUNTY COURTS.

This Bill passed through committee.

April 26.—THE TICHBORNE CASE.

Lord COLEBRIDGE defended himself from the charge made against him by Dr. Kenealy of having used letters in the course of cross-examination in the trial in the Common Pleas knowing them to be forged. The facts were, he said, that Mrs. Pittendreigh brought to Mr. Dobinson what purported to be a correspondence between herself and the Claimant. The Claimant's portion of the correspondence was submitted

to the examination of Mr. Chabot, and Mr. Dobinson told him (Lord Coleridge) the purport of it. As to two of the letters Mr. Chabot was satisfied they were in the Claimant's handwriting; as to a third he had doubt; and as to the fourth it had been written over pencil, and who had written the pencil writing it was impossible for him to say. He (Lord Coleridge) formed the opinion that it was at least likely that all the letters might be genuine, and he thought it was his duty to test the whole of that correspondence. He put the letters into the Claimant's hands, and asked him whether he had written each of those letters, and he admitted that he had written the whole of them. After a time he recited from his first admission, and denied that he had written two of them. Subsequently, it became plain that Mrs. Pittendreigh had deceived them, and when he came to address the jury he withdrew every letter he had put in because they came from a tainted source.—The LORD CHANCELLOR said that those who had knowledge of Lord Coleridge's professional and public character could have had no doubt, not only that the charge made against him was without foundation, but that it had not a shred of foundation.

RAILWAY TRAINS REGULATION.

Lord REDESDALE moved the second reading of this Bill. He said that there was no actual law compelling a railway company to have three classes; but clearly it was the intention of Parliament that there should be three classes on all lines, and the Bill proposed to secure that the public in future should have first, second, and third classes on all lines.—After some debate the Bill was rejected on a division by 56 to 24.

PUBLIC ENTERTAINMENTS (HOURS OF OPENING).
This Bill was read a second time.

COUNTY COURTS.

This Bill was read a third time.

April 27.—JUSTICES OF THE PEACE QUALIFICATION.

Their lordships having gone into committee on this Bill, on the suggestion of the LORD CHANCELLOR, the Earl of Albemarle altered an amendment of which he had given notice, so as to make the qualification be derived from the occupancy of a dwelling-house assessed to the inhabited house duty at not less than £100 a year, the conditions annexed being occupancy for two years previously to appointment, and that the house should have been duly rated for the relief of the poor.—This qualification was agreed to, and the Bill passed through committee.

HOUSE OF COMMONS.

April 23.—THE TICHBORNE CASE.

Dr. KENEALY moved the following resolution:—"That an humble address be presented to her Majesty, praying her Majesty to be graciously pleased to appoint a Royal Commission, to consist of members of both Houses of Parliament, to inquire into the matters complained of with respect to the Government prosecution of *The Queen v. Castro*, and to the conduct of the trial at bar and incidents connected therewith, and certain incidents of the said trial which have occurred subsequent thereto."—After a long debate the motion was rejected by 433 to 1.

BILLS READ A FIRST TIME.

Mr. O'SULLIVAN brought in a Bill for the better administration of justice at petty sessions courts in Ireland.

Mr. BUTT brought in a Bill to make better provision for the rating of occupiers in cities, towns, and boroughs in Ireland; and a Bill to assimilate the law regulating the municipal franchise in Ireland to that regulating it in England.

April 26.—PEACE PRESERVATION (IRELAND).

In committee on this Bill,
Clause 1 (short title) was agreed to.

On clause 2 (repeal of certain parts of Peace Preservation (Ireland) Act, 1870), a long debate arose, but, after a division on an amendment by Mr. Butt, the clause was agreed to.

On clause 3 progress was reported.

EXPLOSIVE SUBSTANCES.

This Bill, having been re-committed, was amended.

BISHOPS' RESIGNATION ACT (1869) PERPETUATION.
This Bill passed through committee.**SEA FISHERIES.**

This Bill was read a second time.

INTERNATIONAL COPYRIGHT.

This Bill was read a third time.

April 28.—LABOURERS' COTTAGES.

Mr. MORLEY brought in a Bill to enable the Public Works Loan Commissioners to make advances to the limited owners of entailed estates for the building and improvement of labourers' cottages.

PUBLIC LIBRARIES ACTS AMENDMENT.

This Bill was read a second time.

EXPLOSIVE SUBSTANCES.

This Bill was read a third time.

BANK HOLIDAYS ACT (1871) EXTENSION AND AMENDMENT.

This Bill was read a third time.

Legal Items.

It is announced that the Home Secretary will on Monday next bring in a Bill for the further security of the persons of her Majesty's subjects from personal violence.

A telegram in the *Times* announces that Mr. Edward Pierrepont, of New York, is appointed Attorney-General of the United States, succeeding Mr. Williams, resigned.

The members of the bar of the Midland Circuit have invited Mr. Justice Field to a dinner, to be given at Willis's Rooms, on Wednesday, May 5, to celebrate his elevation to the judicial bench.

The Select Committee for Inquiring into the Operation of the Acts for the Prevention of Corrupt Practices at Elections have passed a resolution—"That no evidence be received, or question put to witnesses, impugning the decisions of the election judges in particular cases."

In answer to Mr. Goldsmid, the First Commissioner of Works said on Monday that the progress with the new Law Courts had not been what was expected; but the delay had arisen in a great measure from the very severe weather which prevailed during the winter months. The east block was up to the first floor.

It is stated that the oldest lawyer in the world is Mr. Albert Herring, of New York, who has been recently interviewed by a correspondent of the *New York Herald*. He was born at Stratford, Conn., July 8, 1777, and is now in his ninety-eighth year. He studied law in New York with the "old oracle of law," Judge Samuel Jones, and was admitted to the bar in December, 1799, when the population of the city was scarcely fifty thousand.

On Thursday last petitions were presented to the House of Lords by the Marquis of Ripon from the Wakefield Law Society, from the Newcastle-on-Tyne Incorporated Law Society, and Leeds Incorporated Law Society, praying that order 35, rules 1, 5, and 12, and order 54 of the schedule to the Judicature Act Amendment Bill may be amended; also from attorneys and solicitors practising in Sheffield, praying that the rules and orders may be amended.

A correspondent signing himself "Vic Vicis" writes with reference to the paragraph in our last issue: "Mr. Horace Watson, barrister, Solicitor to the Commissioners of Woods, Forests, and Land Revenues, has been appointed to be one of the three English members of the Anglo-French Joint Commission on the scheme for a tunnel under the English Channel"—"Is it wise for our rulers to entertain such a project? Are not we already near enough to the French shore?"

On Wednesday, being the grand day in Easter Term, the treasurer and bENCHERS of the Middle Temple entertained, according to custom, the judges and other guests at dinner. The treasurer (Mr. George Loch, Q.C.) presided, and the guests included the Master of the Temple, Lord Lawrence, Lord Moncreiff, Mr. Walpole, M.P., Mr. Mowbray, M.P., Baron Amphyll, Mr. Justice Huddleston, the Lord Advo-

cate, M.P., Lord Neaves, Lord Shand, Mr. Adolphus Liddell, Q.C., and Mr. Beresford Hope, M.P.

The *Irish Law Times* states that at a meeting of Belfast solicitors, held on the 20th ult., Mr. Wm. Harper in the chair, committee was appointed to wait as a deputation on the Lord Chancellor, the Chief Secretary and law officers of Ireland, and also upon the Belfast Town Council and its law committee, to show the urgent necessity which exists for adopting in Ireland the English system of having lawyers only appointed as resident magistrates, and of having two barristers nominated to discharge the duties of police magistrates and legal assessors in aid of the borough justices of Belfast.

Monday a deputation, accompanied by Mr. Gorst, M.P., Mr. Torr, M.P., and Mr. Starkie, M.P., had an interview with Mr. W. H. Smith, M.P., at the Treasury, on the subject of the taxation of costs by the Treasury. It was stated by the deputation that the disallowances which were made by the Treasury were in many cases unfavourable to the due administration of justice. Mr. Birley, chairman of the finance committee of Lancashire, said that during the last three years, out of a total expenditure at quarter sessions of £20,000, only £40 had been disallowed; whereas if the new scheme came into effect, for the last half-year, out of £5,500, £230 would be disallowed. It was contended that it was not right for men sitting in an office in London to review costs which were in the cognizance only of the local authorities, who were the proper parties to say whether the costs incurred were sufficient or not. Mr. W. H. Smith, in reply, said the matter should have the attentive consideration of the Government, who were very desirous to co-operate with the local authorities, and to avoid anything like a collision. At the same time he was charged with the spending of public money, and he was obliged to look carefully after it.

On Tuesday, a judge of the Royal Court of Jersey was elected, a vacancy having occurred by the resignation of Judge Dumaresque, who had been allowed to retire on the plea of ill-health. Every ratepayer, says the *Times*, was eligible for the office, neither legal qualification nor money qualification being required, the only restriction extant being contained in an ordinance upwards of four centuries old, which expressly declares that "no person shall be eligible to be chosen as a judge who is not of known loyalty and good affection to the (English) Government, and of orthodox principles in matters relating to the Church of England." Polling places were provided in each of the twelve parishes, and were presided over by the judges and the Crown officers, assisted by the constables of the parishes. In former years, up to 1831, the elections were held on Sundays, and the votes were taken at church gates as the congregations left morning service. During the existence of the Rose and Laurel parties (Liberal and Tory), which died out about 1853, the elections of judges were occasions on which party spirit ran exceedingly high, and scenes of the greatest disorder were often witnessed. In the absence of all party spirit or any electioneering cry, the proceedings have now become comparatively tame, the electors voting merely according to their personal like or dislike of the candidates. There were three candidates on Tuesday—Mr. Augustus Aspley Le Gros, Mr. Clement Nicolle, and Mr. William Bisson. Mr. Le Gros was the popular candidate, and was returned by an overwhelming majority.

Court Papers.**QUEEN'S BENCH.****EASTER TERM.**

This court will on Monday, the 10th, and Tuesday, the 11th days of May next, hold sittings, and will proceed in disposing of the cases in the New Trial, Special, and Crown Papers, and any other matters then pending, and will give judgment in cases then standing for judgment.

COUNTY COURTS.

I, the Right Honourable Hugh McCalmon, Baron Cairns, Lord High Chancellor of Great Britain, do, under the powers vested in me by the County Court Rules, hereby order that the offices of the county courts may be closed on the seventeenth day of May, 1875.

Given under my hand this twenty-second day of April, 1875.

CAIRNS, C.

PUBLIC COMPANIES.

LAST QUOTATION, April 30, 1875.

RAILWAY STOCK.

	Railways.	Paid.	Closing Price
Stock Bristol and Exeter	100	113	
Stock Caledonian	100	106½	
Stock Glasgow and South-Western	100	99	
Stock Great Eastern Ordinary Stock	100	47½	
Stock Great Northern	100	140	
Stock Do. A Stock	100	162	
Stock Great Southern and Western of Ireland	100	107½	
Stock Great Western—Original	100	113	
Stock Lancashire and Yorkshire	100	140	
Stock London, Brighton, and South Coast	100	103½	
Stock London, Chatham, and Dover	100	26½	
Stock London and North-Western	100	147½	
Stock London and South Western	100	117½	
Stock Manchester, Sheffield, and Lincoln	100	80	
Stock Metropolitan	100	86½	
Stock Do. District	100	41	
Stock Midland	100	143½	
Stock North British	100	84½	
Stock North Eastern	100	168	
Stock North London	100	114	
Stock North Staffordshire	100	70	
Stock South Devon	100	56	
Stock South-Eastern	100	119½	

MONEY MARKET AND CITY INTELLIGENCE.

The Bank rate is unchanged. The proportion of reserve to liabilities has fallen from 39½ per cent. last week to 39 per cent. this week. The home railway market has been very active since the commencement of this week, and prices have advanced, especially as regards the northern lines. The tone of the foreign market has also improved, and prices on Thursday had advanced somewhat. Consols closed on that day 93½ to ½ for money, and 93½ for the account.

The prospectus of the Patent Davit and Boat Detaching Company states that the object for which the company has been established is to purchase of Mr. Frederick Young his patent rights for the United Kingdom, Germany, France, and Belgium, for the manufacture of his highly meritorious apparatus for carrying, lowering, raising, and disengaging ships' boats—matters of vast national interest, as many thousands of lives are sacrificed annually in consequence of the want of proper facilities on ship-board for performing these operations with that efficiency which their great and admitted importance ought to secure.

A pamphlet has been issued by Sir Hugh Allan, containing correspondence respecting Canadian Railway enterprises, with his comments, and a variety of interesting statistics. A sketch map of Canadian railways accompanies it, and particulars of the Montreal Northern Colonization Railway which he advocates are given.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BADCOCK—April 28, at 101, St. George's-square, S.W., the wife of Isaac Badcock, barrister-at-law, of a daughter.
BAWTREE—April 24, at Witham, Essex, the wife of Frank P. Bawtree, solicitor, of a son.
BULLEN—April 24, at 2, Belsize-road, N.W., the wife of Edward U. Bullen, of the Middle Temple, barrister-at-law, of a son.
HARRIS—April 20, at Croft Lodge, Acton, Middlesex, the wife of Stanley W. Harris, solicitor, of a daughter.

MARRIAGES.

BEARD—WEST—April 28, at St. Augustine's Church, Highbury New-park, Walter James Westcott Beard, solicitor, to Annie Florence, daughter of Henry West, of Highbury-hill.
DUNN—MARSHMAN—April 21, at St. Jude's, South Kensington Edward Julian Dunn, of the Middle Temple, barrister-at-law, to Edith, daughter of John Clark Marshman, C.S.I., of Palace-gardens, Kensington.
GREENFIELD—POWELL—April 29, at Gospel Oak Chapel, London, Basil E. Greenfield, Abchurch-lane, solicitor, to Mary Louisa, eldest daughter of G. H. Powell, of Cedar Lawn, Hampstead-heath, and Lime-street, E.O.
MOSEY—PEAKE—April 28, at Wanstead, George Edward Mosey, solicitor, Kendal, to Marion, second daughter of Robert Peake, of Snarestone.

DEATHS.

BROWN—April 26, at Uppingham, Thomas Brown, solicitor, aged 77.
JONES—April 23, John Jones, 12, South-square, Gray's-inn, aged 51.

GREENE—April 21, at Baddow Hall, Essex, Henry Thos. Webb Greene, barrister-at-law, the eldest son of Thos. W. Greene, Q.C.

MILLS—April 17, at 25, Ifley-road, Oxford, Francis Burton Mills, solicitor, aged 74.

MOSOP—April 13, Clara, the wife of Richard Peele Mossop, solicitor, Holbeach, aged 30.

TYRER—April 27, at Geneva, William Kenney Tyrer, of Liverpool, solicitor, aged 60.

ESTATE EXCHANGE REPORT.

AT THE MART.

By Mr. E. ROBINS.

Portman-square—No. 13, Upper Berkeley-street, term 57 years—sold for £2,380.

Enfield, near to—A pair of freehold cottages and plot of land—sold for £800.

By Messrs. TURNER & RUDGE.

Sussex, near Newhaven—The Tarring Court and Neville Farms, containing 910a. 3r. 2p., freehold—sold for £22,000.

Surrey—Lingfield—A tithe rent charge of £71 per annum—sold for £1,300.

By Messrs. DANIEL SMITH, SON, & OAKLEY.

Battersea-park—Two enclosures of building land, about 81,750 feet, freehold—sold for £4,300.

Regent-circus—No. 111, Oxford-street, and No. 272A, Regent-street, term 46 years—sold for £6,510.

Marylebone—No. 50, Lisson-grove, term 10 years—sold for £250.

Tottenham—Freehold ground-rents of £110 per annum—sold for £2,300.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

TUESDAY, April 27, 1875.

LIMITED IN CHANCERY.

Aldershot Brick and Tile Works Company Limited.—The M.R. has, by an order dated April 9, appointed William Henry McCreight, Raymond buildings, Gray's Inn, to be official liquidator. Creditors are required, on or before May 24, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, June 7, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Australia Direct Steam Navigation Company, Limited.—By an order made by the M.R., dated April 17, it was ordered that the above company be wound up. Lowless and Co., Martin's lane, Cannon st., solicitors for the petitioners.

Cornish Consolidated Iron Mines Corporation, Limited.—Petition for winding up, presented April 24, directed to be heard before V.C. Malins on May 7. Cape and Co., Great George st, Westminster, solicitors for the petitioners.

E. Brouant and Company, Limited.—By an order made by the M.R., dated March 20, it was ordered that the above company be wound up. Greatareux, Chancery lane, solicitor for the petitioners.

General South American Company, Limited.—By an order made by V.C. Malins, dated April 16, it was ordered that the voluntary winding up of the above company be continued, and that George Augustus Cape and John Adolph Schwanz be continued as liquidators. Abraham and Roffey, Old Jewry, solicitors for the liquidators.

Imperial Mineral Water Company, Limited.—V.C. Malins has, by an order dated Jan 27, appointed Frederick Gardner, Abchurch lane, to be official liquidator. Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to the above. June 7, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Petersburg and Viborg Gas Company, Limited.—Petition for winding up, presented April 24, directed to be heard before V.C. Malins on May 7. Lowless and Co., Martin's lane, Cannon st, solicitors for the petitioners.

Snowdon slate Quarries Company, Limited.—By an order made by V.C. Hall, dated April 16, it was ordered that the voluntary winding up of the above company be continued. Webb, Queen Victoria st, solicitor for the petitioners.

Friendly Societies Dissolved.

TUESDAY, April 27, 1875.

Cambrian Friendly Society, Llanchydd, Cardigan. April 15 East Harptree Friendly Society, Waldegrave Arms Inn, East Harptree, Somerset. April 17

Pill Friendly Society, King's Arms Inn, Easton-in-Gordano, Somerset. April 19

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, April 28, 1875.

Besbin, James, Yeovil, Somerset, General Merchant. May 12. Quaskett v Score, V.C. Bacon. Longin, Bridport

Clay, John, Davies st, Berkley square, Coal Merchant. May 24. Clay v Coles, V.C. Hall. Gore, South Molton st, Oxford st

Davies, Daniel, Cardigan, Dissenting Minister. May 20. Ferrier v Evans, M.R. Peacock, South square, Gray's Inn

Edwards, Thomas, Nixon, Sutton, Gent. June 1. Cootes v Edwards, V.C. Malins. Humphreys, King's Bench walk, Temple

Fenn, Henry, St Paul's ally, Paternoster row, Hair Dresser. May 15. Fenn v Fenn, V.C. Bacon, Wickens, Palmerston buildings, Old Broad st

Humphry, Ozias, Hotham, near Melbourne, Australia, Esq. Oct 1.
 Humphry v Crawford, M.R. Buckler and Co, Fenchurc st
 Jones, Mary, Gawcott, Buckingham. May 7. Hawkins v Humfrey,
 V.C. Malins.
 Lucy, Georgina Jones, Bramah rd, Brixton. May 26. Lucy v Lucy,
 V.C. Hall. Jenkinson, Eastcheap
 McKenna, Alexander, Bridge of Bladnoch, Wigtown. May 31. Weir v
 McMeeken, V.C. Hall. Robinson, Fleet st
 McMeeken, William, Manor st, Clapham. May 31. Weir v McMeeken,
 V.C. Hall. Robinson, Fleet st
 Mutlow, F.M.R., Ledbury, Hereford, Gent. May 24. Mutlow v
 Mutlow, M.R., Tattershall, Great James st, Bedford row
 Pullinger, William, Farnham, Surrey, Grocer. May 23. Knight v
 Pullinger, V.C. Bacon, Ward, Farnham
 Red Sea, steamship. June 1. City of Cork Steam Packet Company
 Limited v Dent, V.C. Hall.
 Sherley, Fredrick, Ealing, Middlesex, Land Surveyor. May 13. Eves
 v Sherley, V.C. Malins.
 Walpole, John Lee, South, Finsbury, Gent. May 21. Ball v Jones,
 V.C. Malins. Farmer, Pancras lane

Creditors under 22 & 23 Vict. cap. 35.*Last Day of Claim.*

FRIDAY, April 23, 1875.

Astrop, John Henry, Marcham-on-the-Hill, Lincoln, Farmer. June 8.
 Citheroe, Hornastle
 Ashworth, John, Hartington, Derby, Gent. May 15. Tyre and
 Co, Liverpool
 Austin, Caroline, Hitchin, Hertford. July 24. Wade-Gerry, Shefford
 Bergoni, Ann Mary, Boulogne-sur-Mer, France. May 31. Kersey
 and Co, Old Jewry
 Bridger, William, Yarmouth, Isle of Wight, Esq. June 1. Clarke and
 Co, Lincoln's inn fields
 Claget, Horatio, Lowndes st, Blagrave square, Esq. May 25. Wadeson
 and Malleson, Austin friars
 Coombs, James, Bowness, Westmorland, Innkeeper. May 21. Fisher
 and Gatey, Windermere
 Cotton, Benjamin, Freshwater, Isle of Wight, Esq. June 21. Eldridge
 and Son, Newport
 Courier, John, Wantage, Berks, Gent. June 30. Gear and Co, Exeter
 Cve, Rev Edward, Thoresway, Lincoln. July 5. Daubney and Co,
 Market Rasen
 Crook, Charles, Hungerford, Berks, Chemist. June 3. Goultier, Han-
 gerford
 Cropper, Frances, Hundley, Lincoln. May 31. Mason and Falkner,
 Louth
 Cross, George Robert, Taplow, Buckingham, Farmer. June 24.
 Darvill and Co, New Windsor
 Disney, Henry, Liverpool, Hay Dealer. May 18. Teebay and Lynch,
 Liverpool
 Doyle, Patrick James, Liverpool, Provision Agent. May 19. Yates
 and Co, Liverpool
 Driffield, William, Keeby, Lincoln. May 31. Mason and Falkner,
 Louis
 Finch, John Samuel, Essex, Gent. June 14. Surridge and Hunt,
 Romford
 Floyd, William, Alphington, Devon, Gent. July 1. Huggins, Exeter
 Gillespie, William, Liverpool, Shipwright. June 1. Wilson, Liver-
 pool
 Gilbert, John, Beaconsfield, Buckingham, Esq. May 31. Charsley,
 Beaconsfield
 Glue, Alfred, Peterborough, Chemist. June 1. Deacon and Wilkins,
 Peterborough
 Hands, Benjamin, Sydenham, Kent, Gent. June 12. Strong, Jewin st,
 Cripplegate
 Hare, Mary Elizabeth, Hundleby, Lincoln. May 31. Mason and Falk-
 ner, Louth
 Heggibottom, John, Whitfield, Glossop, Derby, Mechanic. June 1.
 Johnson, Stockport
 Hitchin, John, Northwich, Cheshire, Publican. June 1. Cheshire
 and Son, Northwich
 Holmes, Rupert, Birmingham, Gent. May 21. Kitson, Wolver-
 hampton
 Hunt, Roger, Lower Clapton, Esq. June 1. Devonshire, Frederick's
 place, Old Jewry
 Key, John Sayers, Wallasey, Cheshire, Gent. May 19. Tyre and Co,
 Liverpool
 King, Henry, Richmond rd, Dalston, Gent. May 30. Letts, Bartlett's
 buildings
 Leek, Mary, Fulstow, Lincoln. May 31. Mason and Falkner, Louth
 Lowden, William, Commercial rd, Lambeth, Tailor. May 31. Brough-
 ton, Finsbury square
 March, Sarah, Dorking, Surrey. May 20. Champion, Brighton
 Miller, Cecilia, Beaconsfield, Buckingham. May 31. Charsley, Bea-
 consfield
 Morgan, Matilda Henrietta, Brighton, Sussex. June 1. Leman and
 Co, Lincoln's inn fields
 Morley, Smith, Burgh-le-Marsh, Lincoln, Farmer. May 31. Mason
 and Falkner, Louth
 Morris, John, Sion Hill, Isleworth, Farmer. June 8. Woodbridge and
 Son, Clifford's Inn, Fleet st
 O'Malley, John Charles, Brick court, Temple, Barrister at Law. June
 21. Hickin and Washington, Trinity square, Southwark
 Pakenham, Hon. Lady Emily, Langford Lodge, Antrim. June 24.
 Whyte and Co, Bedford row
 Sadler, Edward, Cheltenham, Gloucester, Tinman. May 1. Sole, Chel-
 tenham
 Shafter, Frederick Jackson, Broadway, Worcester, Estate Agent. May
 20. New and Co, Evesham
 Taylor, John, Daubhill, Lancashire, Shop Keeper. May 8. Dawson and
 Scovcroft, Bolton
 Tennison, Thomas, Kingston-upon-Hull, Coal Merchant. May 24.
 Leverack, Hull
 Ward, Caroline, Oberstein rd, New Wandsworth. May 21. Hickin
 and Washington, Trinity square, Southwark
 Whiffield, Thomas, Hamey, Sussex, Esq. July 1. Gell, Lewes
 Willows, Francis, Conisholme, Lincoln, Farmer. May 25. Allison,
 Louth

Wing, Vincent, Christchurch, Hants, Esq. June 21. Wing and Du-
 Cano, Gray's inn square
 Witchell, William, Brighton, Sussex, Esq. June 24. Goultier, Hunger-
 ford
 Wild, Sarah, Charlton, Kent. June 17. Walters and Co, New square,
 Lincoln's inn
 Yearwood, Henry, Milbourne grove, Gilston rd, Brompton. May 20.
 Mackeson and Co, Lincoln's inn fields

Backrupts.

FRIDAY, April 23, 1875.

Under the Bankruptcy Act, 1869.
 Creditors must forward their proofs of debts to the Registrar.To Surrender in London.
 Johnson, Frederick, St George's st east, Outfitter. Pet April 19.
 Brougham. May 5 at 1*To Surrender in the Country.*Batty, William Weddington, Great Yarmouth, Norfolk, Oil Merchant.
 Pet April 20. Kendall, Great Yarmouth, May 10 at 11
 Dixon, Frederick Samuel, Newcastle-upon-Tyne, Grocer. Pet April 19.
 Mortimer, Newcastle, May 12
 Leyland, Hyde, Stockport, Cheshire, Apothecary. Pet April 19.
 Hyde, Stockport, May 10 at 11
 Pulford, George, jun., Martham, Norfolk, no occupation. Pet April 20.
 Kendall, Great Yarmouth, May 11 at 11

TUESDAY, April 27, 1875.

*Under the Bankruptcy Act, 1869.*Creditors must forward their proofs of debts to the Registrar.
 Antoniadi, John, Manchester, Merchant. Pet April 24. Hulton,
 Manchester, May 13 at 9.30
 Danes, Daniel, Merthyr Tydfil, Glamorgan, Grocer. Pet April 23.
 Russell, Merthyr Tydfil, May 8 at 12
 Gregory, Elisha, Bristol, Builder. Pet April 22. Harley, Bristol,
 May 12 at 1
 Lording, William, Blackheath, Kent, Licensed Victualler. Pet April
 23. Pitt-Taylor, Greenwich, May 14 at 2
 Schofield, Joseph, Barnard Castle, Durham, Clothier. Pet April 23.
 Archer, Stockton-on-Tees, May 14 at 3
 Sheridan, Timothy, Town, Durham, Grocer. Pet April 24. Marshall,
 Durham, May 12 at 12
 Stuart, Sir Simon, Bath, Bath. Pet April 22. Smith, Bath, May 8
 at 11
 Thomas, William, Northampton, Grocer. Pet April 24. Dennis,
 Northampton, May 12 at 10
 Welsford, Nathaniel Beering, Saltburn-by-the-Sea, York, Builder. Pet
 April 24. Archer, Stockton-on-Tees, April 12 at 3
 Wileox, F. H., Northampton, Draper. Pet April 22. Dennis,
 Northampton, May 11 at 10**BANKRUPTCIES ANNULLED.**

FRIDAY, April 23, 1875.

Winch, Henry, Borough rd, Southwark, Pawnbroker. April 14
 TUESDAY, April 27, 1875.

Vulliamy, Henry, Gracechurch, Auctioneer. April 14

Liquidation by Arrangement.**FIRST MEETINGS OF CREDITORS.**

FRIDAY, April 23, 1875.

Alpe, Philip, Besthorpe, Norfolk, Farmer. May 8 at 11 at the County
 Court Office, Redwell st, Norwich, Cavell
 Applegate, Philip, Newbury, Berks, Hairdresser. May 3 at 11 at the
 Wheatsheaf Hotel, Friar st, Reading, Cave, Newbury
 Arnold, Carl, Upper park rd, Haverstock hill, Commercial Clerk. May
 3 at 2 offices of Howes, Staple inn, Holborn. Morris, Staple inn,
 Holborn
 Attenborough, George Thomas, Little Newport st, Soho, Draper. May
 12 at 3 at offices of Kent, Red Lion court, Cannon st
 Austin, Daniel, Warlock rd, Paddington, Builder. May 5 at 2 at the
 Albert Hotel, Cornwall rd, Westbourne park. Fisher
 Atwurd, Henry, Gray's Inn rd, Baker. May 14 at 2 at offices of
 Vanderpump, Gray's inn square
 Backhouse, Francis Blyth, Sainthorse, Lincoln, Stonemason. May 13
 at 11 at offices of Robbs, Wraysbury st, Brigg
 Barnard, Henry, Bristol, Oil Dealer. May 6 at 2.30 at offices of Ware,
 Shannon court, Cornhill, Bristol. Beckingham, Bristol
 Bennett, John Edward, and James Glave, Cheshire, Woollen Man-
 ufacturers. May 7 at 1 at the Great Northern Railway Station Hotel,
 Wellington st, Leeds. Blewitt and Tyler, New Broad st
 Bishop, Harry, Birmingham, out of business. May 6 at 3 at offices of
 Parry, Bennett's Hill, Birmingham
 Bott, John, Bristol, Refreshment House Keeper. May 7 at 11 at offices
 of Pitt, Albion chambers, Bristol. Roper, Bristol
 Bull, John Rippin, Whittlesey, Cambridge, Grocer. May 10 at 12 at
 offices of Gaches, Cathedral gateway, Peterborough
 Butler, Alfred, Baling, Middlesex, Draper. May 5 at 12 at offices of
 Ladbury and Co, Cheviot st, Carr and Co, Baughall st
 Carr, Arthur, Birmingham, Commission Merchant. May 4 at 12 at
 offices of Southall and Co, New Hall st, Birmingham
 Chataway, William Clark, Leamington Priors, Warwick, Wine Mer-
 chant. May 3 at 12 at offices of Field, Warwick st, Leamington
 Priors
 Clarkson, Joshua Lord, Burnley, Lancashire, Grocer. May 3 at 3 at
 offices of Nowell, Hargreaves st, Burnley
 Clough, Charles, Edwworth, York, Joiner. May 7 at 11 at offices of
 Dibb and Raley, Regent st, Barnesley
 Cook, Charles, Southminster, Essex, Builder. May 7 at 4 at the King's
 Head Inn, Southminster. Digby and Co, Maldon
 Cowpe, Edward, Mansfield, Nottingham, Miller. May 10 at 3 at the
 Assembly Rooms, Lower pavement, Nottingham. Crouch and Strood
 Cropley, Clay, Lincoln, Farm Stockbroker. May 6 at 12.30 at offices of Bean,
 Church yard, Boston
 Cummins, Henry, Liverpool, Stockbroker. May 12 at 3 at offices of
 Barrell and Rowday, Lord st, Liverpool
 Curtis, James Francis, Bristol, Hauling Contractor. May 1 at 11 at
 offices of Essery, The Guildhall, Broad st, Bristol

Davies, William Henry, Wolverhampton, Stafford, Butcher. May 8 at 11 at offices of Barrow, Queen st, Wolverhampton

Deedman, William, Jun., Claydon, Suffolk, Bricklayer. May 6 at 12 at offices of Villamy, Tower st, Ipswich

Dyer, John Ambrose, Falmouth, Cornwall, Nurseryman. May 8 at 3 at offices of Genn and Nalder, Church st, Falmouth

Fear, Frank, Aberystwith, Cardigan, Miner. May 8 at 3 at the Town Hall, Aberystwith. Atwood, Aberystwith

Fildes, Henry Edward, Liverpool, Law Clerk. May 5 at 2 at offices of Danger, Cook st, Liverpool

Francis, William James, Alpha rd, New cross, Master Mariner. May 19 at 3 at offices of Dittos, Ironmonger lane

Godbold, George, Great Yarmouth, Norfolk, Publican. May 6 at 12 at offices of Moseley, Hail Plain, Great Yarmouth

Goldsworthy, Thomas, Gorran, Cardigan, Miner. May 8 at 2 at the Town Hall, Aberystwith. Atwood, Aberystwith

Gorden, Charles George, Chorlton-upon-Medlock, Lancashire, Salesman. May 6 at 11 at offices of Boots and Edgar, George st, Manchester

Grey, Samuel, Manchester, Horse Dealer. May 6 at 3 at offices of Ritson, John Dalton st, Manchester

Grandy, Rev George Frederick, Barton-under-Needwood, Stafford. May 7 at 1 at the Midland Hotel, Burton-on-Trent. Holland and Biggs, Ashborne

Hand, Joseph, Liverpool, General Dealer. May 7 at 3 at offices of Vine, Dale st, Liverpool. Meadows, Liverpool

Haworth, John, Rawtenstall, Lancashire, Confectioner. May 7 at 3 at the Manchester Arms Hotel, Corporation st, Manchester. Fletcher, Bacup

Head, Robert Thomas, Exeter, Attorney-at-Law. May 6 at 10.30 at the Half Moon Hotel, Exeter. Floud, Exeter

Henderson, Robert, Brotton, York, Fruter. May 4 at 10 at offices of Dobson, Gosforth st, Middlesborough

Hines, Edward, Norwich, Engineer. May 10 at 12 at offices of Tillett, Castle Meadow, Norwich

Hobbe, Benjamin, Lambeth walk, Ham Retailer. May 3 at 3 at offices of Cooper, Chancery lane

Holt, Matthew, Manchester, Cribbage Manufacturer. May 12 at 2 at offices of Phillips, Brown st, Manchester

Hopwood, Edwin, Huddersfield, York, Wholesale Druggist. May 6 at 11 at offices of Craven and Sunderland, King st, Huddersfield

Hunt, George, Preston, Lancashire, Lnd Agent. May 6 at 3 at offices of Buck and Dicksons, Winckley st, Preston

Johnes, Nicholas, Narberth, Pembrokeshire, General Draper. May 1 at 2 at offices of Green and Griffiths, St Mary st, Carmarthen

Jopling, Thomas, Bernard st, Russell square, out of business. May 6 at 2 at offices of House, Staple inn, Holborn. Morris, Staple inn, Holborn

Kay, William, Sunderland, Durham, Boot Maker. May 4 at 11 at offices of Renison and Nelson, West Sunniside, Sunderland

Kipling, Lionel Thompson, Old Compton st, Soho, Tobacconist. May 8 at 1 at offices of Cooke, Gray's inn square

Knight, Richard, Knaresborough, Gloucester, Collier. May 6 at 3 at the Lion Hotel, Cinderford, Jackson, Stroud

Lavaggi, Augustus, Great Tower st buildings, General Merchant. May 10 at 12 at the Guildhall Coffee House, Gresham st, Treherne and Woflerstan, Ironmonger lane, Cheapside

McCallum, David, Plymouth, Devon, Outfitter. May 7 at 11 at offices of Elworthy and Co, Courtenay st, Plymouth

Macdonald, George, Courtenay rd, Highbury hill park, Captain Merchant Navy. May 7 at 2 at offices of Aird, Eastcheap

Meiklejohn, George, Courtown rd, Fenchurch st, Steam Ship Owners. May 10 at 12 at offices of Ellis and Crossfield, Mark lane

Miles, James, High st, Shoreditch, Oil Merchant. May 10 at 2 at the London Tavern, Bishopsgate st within

Mobbs, Alfred Henry, Culver st, Merchant. May 3 at 11 at the Masons' Hall Tavern, Masons' avenue, Basinghall st, Pullen, Cloisters, Temple

Morrisey, Michael, Liverpool, Boot Maker. May 7 at 3 at offices of Lowe, Castle st, Liverpool

Nuttall, John, Preston, Lancashire, Iron Founder. May 6 at 2 at offices of Edelson, Winckley st, Preston

Oseman, John, and Richard Oseman, Birmingham, Builders. May 7 at 12 at offices of Parry, Bennett, Hill, Birmingham

Pickard, Henry, Combermere rd, Stockwell, Assistant to a Milk Dealer. May 3 at 29, Carter lane, Doctor's common, Crummond

Platt, John, Northampton, Shoe Manufacturer. May 6 at 3 at offices of Becke, Market square, Northampton

Poole, Horace, Chandos st, Strand, Paper Dealer. May 1 at 11 at offices of Willis, St Martin's court, Leicester square

Ready, Rev Henry, Hickling, Norfolk. May 8 at 12 at offices of Blake and Co, Chancery, Theatre st, Norwich

Scott, Francis Whittle, Wolverhampton, Stafford, Iron Merchant. May 8 at 11 at offices of Hill, Queen square, Wolverhampton

Sherriff, William, Leckhampton, Gloucester, Draper's Assistant. May 7 at 4 at offices of Prosser, Regent st, Cheltenham

Smith, Joseph, Hereford, Plumber. May 7 at 11 at offices of Arthy, St Owen's st, Hereford

Smith, William, Paistons-in-Furness, Ironmonger. May 7 at 2 at the Victoria Hotel, Church st, Barrow-in-Furness. Jackson

Stoneham, Barnet Leech, Burnham, Essex, Grocer. May 7 at 11 at offices of Nicholls and Leatherdale, Old Jewry chambers. Brooke

Sturgees, John, New Windsor, Burke, Builder. May 6 at 2 at offices of Duran, Clarence villas, Windsor

Thwaites, John, Burnley, Lancashire, Grocer. May 5 at 11 at offices of Creeks and Sandy, Chirger st, Burnley

Tomlin, John, Maidstone, Bricklayer. May 6 at 2 at offices of Norton and Son, Town Malling

Tuckey, William, Shrewsbury, Kent, Draper. May 7 at 2 at offices of Swaine, Cheapside

Upsher, George, Lancaster st, Borough rd, Southwark, Wheelwright. May 1 at 10.15 at offices of Hicks, Globe rd, Mile End

Waters, John Alfred, and Joseph Ashby Kennard, Charles st, Curtain rd, Shoreditch, Manufacturers of Costumes. May 7 at 3 at offices of Sadler, Finsbury circus

Watson, Edward Gilbert Rigny, Eccles, Suffolk, Chemist. May 16 at 11 at offices of Wright, Queen st, Norwich

Wheeler, William, Southampton, Beer Retailer. May 8 at 3 at offices of Shute, Portland st, Southampton

Williams, John, Carnarvon, Butcher. May 5 at 3 at offices of Jones and Roberts, Church st, Carnarvon

Williams, Thomas, Dowlais, Glamorgan, Grocer. May 6 at 2 at offices of Collins, Broad st, Bristol. Lewis, Merthyr Tydfil

Wiltshire, George, Minster, Kent, Licensed Victualler. May 15 at 9.30 at offices of Nind, St Benet place, Gracechurch st

TUESDAY, April 27, 1875.

Allard, William, Thomas, Evesham, Worcester, Maltster. May 8 at 2 at offices of Corbett, Avenue House, The Cross, Worcester

Aspinall, Alfred Emily Thaddeus, Cambridge st, Pimlico, Stationer. May 6 at 3 at offices of Arnold, The Exchange, Southwark st

Bacon, James, Church Gresley, Derby, Contractor. May 18 at 11.30 at the White Hart Hotel, High st, Burton-upon-Trent. Drewry, Burton-upon-Trent

Batemon, Samuel, Princes st, Barbican, Manufacturer of Infants' Millinery. May 11 at 2 at offices of Carter and Bell, Leadenhall st

Biggs, William, Maindon, Monmouth, Mason. May 11 at 11 at offices of Lloyd, Bank chambers, Newport

Bolton, John William, Halifax, York, Fishmonger. May 10 at 4 at offices of Storey, Cheapside, Halifax

Bottomley, John, Keighley, York, Tobacconist. May 7 at 2.30 at offices of Robinson, Victoria chambers, Keighley

Briggs, John Rushworth, Otley, York, Draper. May 5 at 11 at offices of Hardcastle and Barnfather, East Parade, Leeds. Hartley, Otley

Brooks, Robert, Irongate Wharf, Paddington, Omnibus Proprietor. May 10 at 10 at the Albert Hotel, Kensington park west. Fisher, Asylum rd, Peckham

Brown, John, Guisley, York, Cloth Manufacturer. May 12 at 3 at offices of Hutchinson, Piccadilly chambers, Piccadilly, Bradford

Burgess, Arthur Wellington, Strand, Managing Clerk. May 19 at 3 at offices of Holloway, Ball's Pond rd. Fenton, Albion terrace, Kingsland

Bushell, Alfred, Salisbury, Wiltz, Grocer. May 12 at 2 at the Guildhall Tavern, Gresham st, Hoddesdon, Salisbury

Burley, George, Sheffield, Draper. May 13 at 11 at offices of Smith, North Church st, Sheffield

Buse, Henry Nicholas, Abberdare, Licensed Victualler. May 11 at 1 at offices of Linton and Williams, Canon st, Abberdare

Chamberlain, Charles Morton Ricketts, Ledbury, Hereford, Solicitor. May 10 at 12 at offices of Corbett, Avenue House, The Cross, Worcester

Chambers, John W. Kafelid, Garrett, Surrey, Farmer. May 12 at 2 at the White Lion Inn, Guildford. Smith, Great James st, Bedford row

Clough, Joseph, Wigton, Lancashire, Brass Founder. May 15 at 11 at 33, King st, Wigan. Lee

Codding, John, Sheffield, Hotel Keeper. May 11 at 11 at the Cutlers' Hall Church, Sheffield. Tattershall, Sheffield

Cohen, Emanuel, Liverpool, Mineral Broker. May 11 at 3 at offices of Lupton, Harrington st, Liverpool

Cook, George, Dorset news east, Manchester square, Cab Proprietor. May 10 at 12 at offices of Sampson, Marylebone rd

Crawshaw, Henry, Far north, Lancashire, Cotton Manufacturer. May 10 at 11 at the Spread Eagle Hotel, Corporation st, Manchester

Hulton and Son, Bolton

Cuning, John Bigwood, Truro, Cornwall, Baker. May 7 at 11 at offices of Carlyon and Paul, Quay st, Truro

Crowther, Allen, Stoke-upon-Trent, Stafford, Dealer in German Yeast. May 5 at 3 at offices of Welch, Caroline st, Longton

Davies, Anne, Llanelli, Carmarthen, Grocer. May 7 at 2 at offices of Smith and Co, Somerset place, Swansea

Davian, Orvans, Manchester, Merchant Shipper. May 14 at 3 at the Clarence Hotel, Spring gardens, Manchester. Hulme and Co, Manchester

Douglas, John Watson, Liverpool, Mariner. May 11 at 3 at offices of Vine, Dale st, Liverpool. Bartlett, Liverpool

Eastburn, John Edwin, Bradford, York, Hosier. May 7 at 10 at offices of Peel and Gaunt, Chapel lane, Bradford

Emerson, John, and Thomas Smith, Portsmouth, Southampton, Omnibus Proprietors. May 8 at 12 at offices of Guy, Albion terrace, Southampton

Flavel, Rev John Webb, Ridlington, Norfolk. May 10 at 4 at offices of Tillet and Co, St Andrew's st, Norwich

Floyd, Wilkinson, Beeth, York, Clog Maker. May 8 at 12 at offices of Robins, Richmond

Fuchs, Karl, Portobello rd north, Kensington, Baker. May 12 at 1st offices of Hawkins, Chancery lane

Gardner, William, Peterborough, Northampton, Blacksmith. May 7 at 12 at offices of Brown and Co, Westgate, Peterborough

Gondie, Robert, Birmingham, Ironfounder. May 10 at 12 at the King's Head Hotel, Worcester st, Birmingham. Edwards

Green, Charles, and Walter Richard Green, Stanstead, Hertford, Builders. May 10 at 3 at the Guildhall Tavern, Gresham st, Mason, Gresham st

Greaves, John, Hackney rd, Boot Manufacturer. May 11 at 2 at the Masons' Hall Tavern, Masons' avenue, Basinghall st, Buchanan, Basinghall st

Gumbelton, John Thomas, Cambridge, Boot Manufacturer. May 11 at 11 at the Guildhall Tavern, King st, Cheapside. Ellison and Burrows, Cambridge

Hayer, John, Frome House, Decorator. May 12 at 3 at offices of McCarthy, King st, Frote

Higgins, Andrew Henry, Long lane, Bermondsey, Physician. May 8 at 10 at 92, London wall. Chapman

Hodge, William Sperrin, and Samuel Henry Hodge, Chepstow, Monmouth, Wheelwrights. May 8 at 11 at offices of Price, John st, Bristol

Hodgetts, William Benjamin, Pershore, Worcester, Coal Merchant. May 11 at 12 at offices of Corbett, Avenue House, The Cross, Worcester

Hordill, James, Leeds, Butcher. May 6 at 3 at offices of Turner, East Parade, Leeds

Kibby, William, Georgiana st, Camden Town, Gent. May 11 at 4 at offices of Dodd, New Broad st

Lewis, John, Birkenhead, Cheshire, Joiner. May 21 at 2 at offices of Lee, Price st, Birkenhead

Leighton, Charles Whitart, Eastington, Gloucester, Baker. May 10 at 12 at the subscription Rooms, Stroud. Winterbotham, Stroud

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Lilley, James, Jun., London rd., Southwark, Corn Dealer. May 13 at 12 at offices of Arnold, The Hop and Malt Exchange, Southwark st. Borough
 Lucas, Joseph, Birmingham, Jeweller. May 7 at 3 at offices of Jacques, Cherry st., Birmingham
 Mackenzie, George, Swansea, Glamorgan, Travelling Draper. May 10 at 3 at offices of Davies and Hartland, Cutland st., Swansea
 Marshall, Henry, Lison grove, Marylebone rd., Milliner. May 13 at 2 at the Guildhall Coffee House, Gresham st. Miller, King st., Cheapside
 Millard, John, Clifton, Bristol, Draper. May 10 at 12 at offices of Hancock and Co., the Guildhall, Broad st., Bristol. Benson and Thomas, Bristol
 Mirren, Joshua, High st., Wandsworth, Hosier. May 10 at 2 at offices of Mirrens, New inn, Strand
 Morris, Francis Richard, and William Morris, Oxford st., Jewellers. May 13 at 2 at offices of Cooper and Cass, Portman st.
 Page, Charles, Omega place, Alpha rd., Regent's park, Cab Pr opriator. May 5 at 4 at the Castle, Portugal st., Lincoln's Inn fields. Ablett, Cambridge terrace, Hyde park
 Painter, Alfred Albert, Pierre Troquet, and Adolph Berliner, Falcon st., Warehouses. May 11 at 2 at 145, Cheapside. Mason, Graham st., Praviso, Benigno, Birmingham, Merchant. May 11 at 12 at offices of Edwards, Waterloo rd., Birmingham
 Percy, Ann, and Henry Percy, Birmingham, Ironfounders. May 10 at 12 at offices of Wood, Waterloo st., Birmingham
 Pike, Thomas, Belvedere rd., Lambeth, Bricklayer. May 15 at 12 at offices of Moss, Gracechurch st.
 Potts, Samuel, Sutton, Cheshire, Provision Dealer. May 10 at 4 at offices of Barclay, Exchange Chambers, Maclesfield
 Powell, Edward John, Birmingham, Ironmonger. May 7 at 12 at the Great Western Hotel, Monmouth st., Birmingham
 Raddon, Henry, and not Radden, as previously advertised, Huime, Lancashire, Hair Manufacturer. May 5 at 3 at the Commercial Inn, Ridgfield, John Dalton st., Manchester
 Ras, Alexander Seaton, Ely, Cambridge, Chemist. May 10 at 2 at the Red Lion Hotel, Petty Cury, Cambridge, Kent, Norwich
 Roberts, Louis, Pwllheli, Carnarvon, Draper. May 11 at 2 at the County Court Office, Bangor. Owen, Pwllheli
 Rose, Valentine, Harby, Leicester, Shoe Maker. May 10 at 2 at offices of Barker, Jun., Leicester st., Melton Mowbray
 Sang, John Frederick, Cavendish rd., St. John's wood, Architect. May 4 at 3 at offices of Pamphill, John st., Adelphi
 Thomas, James Henry, St. Ives, Cornwall, Rope Manufacturer. May 8 at 12 at offices of Carleton and Paul, Truro
 Thomas, John, Salford, Lancashire, Provision Dealer. May 13 at 3 at offices of Gooden, Brazenose st., Manchester
 Thompson, Finlay, Queen st., Webber st., Blackfriars rd., Engineer. May 15 at 12 at offices of George and Edwards, The Wool Exchange, Coleman st., Wyatt and Barrand, Arthur st. west, London bridge
 Tyler, Henry, Golborne rd., Westbourne park, Greengrocer. May 5 at 10 at the Albert Hotel, Cornwall rd., Kensington park. Morris, Staple inn, Holborn
 Warcham, Charles, Fareham, Hants, Builder. May 11 at 2 at offices of Edmonds and Co., High st., Southampton. Harvey and Addison, Portsea
 Webb, Thomas Stammers, Gracechurch st., Colliery Proprietor. May 10 at 2 at offices of Morley and Shirreff, Palmerston buildings, Old Broad st.
 Whatman, Maximilian, Ore, Sussex, Commission Agent. May 8 at 3 at offices of Lowys, York buildings, Hastings. Philcox, Burwash
 Winterburn, Peter, Guiseley, York, Cloth Manufacturer. May 7 at 3 offices of Turner, East Parade, Leeds

FUNERAL REFORM.—The exorbitant items of the Undertaker's bill have long operated as an oppressive tax upon all classes of the community. With a view of applying a remedy to this serious evil the LONDON NECROPOLIS COMPANY, when opening their extensive cemetery at Woking, held themselves prepared to undertake the whole duties relating to interments at fixed and moderate scales of charge, from which survivors may choose according to their means and the requirements of the case. The Company also undertakes the conduct of Funerals to other cemeteries, and to all parts of the United Kingdom. A pamphlet containing full particulars may be obtained, or will be forwarded, upon application to the Chief Office, 3 Lancaster-place, Strand, W.C.

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 BAKER-STREET.—On View, portrait Models of KING ALFONSO XII. and VICTOR EMANUEL, the Duke and Duchess of EDINBURGH, the EMPEROR OF RUSSIA, the SHAH OF PERSIA, Sir SAMUEL BAKER, the late Dr. LIVINGSTONE, Mr. H. M. STANLEY, Rev. H. WARD BEECHER, Sir GARNET WOLSELEY, MARSHAL MCMAHON, MARSHAL SAGAZINE, M. THIERS, the late CHARLES DICKENS, and Dr. KENEALY, M.P. Also superb and costly Court Dresses; the complete line of British Monarchs, from William the Conqueror to Queen Victoria; and over 300 Portrait Models of Celebrated and Distinguished Characters. Admission, 1s. Children under twelve, 6d. Extra room, 6d. Open from 10 a.m. till 0 p.m.

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Sole Lessee and Manager, Mr. Henry Neville.

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VAUDEVILLE THEATRE, STRAND.

THIS EVENING, at 7.30, A WHIRLIGIG. At 7.45, the New and Original Comedy in Three Acts, entitled OUR BOYS, by Henry J. Byron. Concluding with the favourite Farce, A REGULAR FIX. Supported by Messrs. William Farren, David Jones, Charles Warner, W. H. Stephen, C. W. Garthorne, J. Bernard, W. Lester, and Thomas Thorne; Mesdames Amy Roselle, Kate Bishop, Nellie Walters, Cicely Richardson, and Sophie Larkin.

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THIS EVENING, at 7.15, THE GOOSE WITH THE GOLDEN EGGS. At 8, WHITTINGTON: Mesdames Kate Santry, Lenox, Grey, Grace Arundale, and Julia Matthews; Messrs. Harry Pauline, Rous, Terrot, Paul, and C. Heywood; Malba, Pitti, Portobello Sidonie; M. Dewiane, &c.

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M. R. BEAL is directed to SELL BY AUCTION, at the WHITE HART HOTEL, MARGATE, on WEDNESDAY, 5th MAY, AT 2 O'CLOCK PRECISELY, A PIECE OF FREEHOLD LAND, containing 3a. or 20p., between the Kingsgate-road and the sea, enclosed by substantial boundary walls, with carriage entrance and elegant lodge. It was intended to erect a residence on the site but the intention is abandoned by the owner; much preparatory work has been done in laying out the grounds.

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Particulars and conditions may be had on the premises; at the place of sale; at the Estate Exchange; at the George Inn, near the property; or

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